



## FEDERAL INSURANCE COMPANY

Incorporated under the laws of Indiana

### BUSINESS AUTO DECLARATIONS

POLICY NO.: (09) 7355-67-24

**Producer**

AON RISK INSURANCE SERVICES WEST, INC.  
(OR)

**ITEM ONE**

**NAMED INSURED:** POTLATCH CORPORATION

**MAILING ADDRESS:** 601 WEST FIRST AVENUE  
SPOKANE, WA 99201

**POLICY PERIOD:** From 04-01-2009 to 04-01-2010 at 12:01 A.M. Standard Time at your  
mailing address shown above.

**PREVIOUS POLICY NUMBER:** NEW

**FORM OF BUSINESS:**

☐ CORPORATION

☐ LIMITED LIABILITY COMPANY

☐ INDIVIDUAL

☐ PARTNERSHIP

☒ OTHER ASSOCIATION

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception: \$ 67,911								
AUDIT PERIOD (IF APPLICABLE)		ANNUALLY		SEMI-ANNUALLY		QUARTERLY		MONTHLY

**ENDORSEMENTS ATTACHED TO THIS POLICY:**

IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 – Broad Form Nuclear Exclusion (Not Applicable in New York)

**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**

COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(Date) (Authorized Representative)

**NOTE**

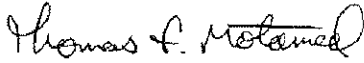
OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE  
AT THE COMPANY'S OPTION.

Policy Number: (09) 7355-67-24

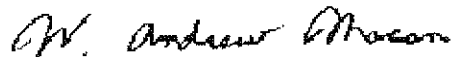
**These declaration Pages with Policy Provisions and Endorsement(s) Complete above numbered policy.**

In Witness Whereof, the company issuing this policy has caused this policy to be signed by its authorized officers, but this policy shall not be valid unless also signed by a duly authorized Representative of the company.

**Federal Insurance Company**



President



Secretary



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Authorized Representative

**Policy Number**  
**(09)7355-67-24**

**ENDORSEMENT**

Named Insured POTLATCH CORPORATION

Effective Date: 04-01-09  
12:01 A.M., Standard Time

Agent Name AON RISK INSURANCE SERVICES WEST, INC.  
(OR)

Agent No. 70943-999

**COMPOSITE RATE**

It is hereby understood and agreed that the Composite Rate Adjustment for the policy period of May 01, 2009 to May 01, 2010 is adjusted as follows:

	Rate
Private Passenger/Group 1/Class code 7398	\$713
Light Truck/Group 2/Class Code 034/014	\$604
Medium Truck/Group 3/Class Code 214/234	\$830
Heavy Truck/Group 4/Class Code 314	\$951
Extra Heavy Truck/Group 5/Class Code 404	\$1,288
Heavy Truck-Tractors/6/Group 6/Class Code 344	\$883
Extra Heavy Truck Tractors/Group 7/Class Code 504	\$1,596

**Policy Number**  
**(09)7355-67-24**

**ENDORSEMENT**

Named Insured POTLATCH CORPORATION

Effective Date: 04-01-09  
12:01 A.M., Standard Time

Agent Name AON RISK INSURANCE SERVICES WEST, INC.  
(OR)

Agent No. 70943-999

**90 DAY NOTICE OF CANCELLATION**

We may cancel this policy or any of its individual coverages at any time by sending to the First Named insured a Notice of 90 days (20 in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the First Named Insured last known address, and will indicate the date on which coverage is terminated,. If notice is mailed, proof of mailing will be sufficient proof of notice.

Policy Number  
(09)7355-67-24

ENDORSEMENT

Named Insured POTLATCH CORPORATION

Effective Date: 04-01-09  
12:01 A.M., Standard Time

Agent Name AON RISK INSURANCE SERVICES WEST, INC.  
(OR)

Agent No. 70943-999

NAMED INSURED

It is hereby agreed and understood that the Named Insured is amended to read:

Potlatch Corporation  
Potlatch Forest Products Corporation  
Potlatch Forest Holdings, Inc.  
Potlatch Land & Lumber, LLC  
PFHI Idaho Investment LLC  
Potlatch QRS Wisconsin, LLC  
PFPC McCall Investment, LLC  
The Prescott and Northern Railroad Company  
Duluth & Northeastern Railroad Company  
St. Maries River Railroad Company  
Warren & Saline River Railroad  
Potlatch TRS Idaho, LLC  
Potlatch TRS Minnesota, LLC  
Potlatch TRS Arkansas, LLC  
Potlatch TRS Wisconsin, LLC  
Clearwater Commodity Corporation  
Potlatch, Inc.  
NaturNorth Technologies, LLC  
Potlatch Employee Benefits Organization, Inc.  
Potlatch Foundation II  
Idaho Workers' Compensation Exchange  
Potlatch Foundation for Higher Education

Policy Number  
(09)7355-67-24

ENDORSEMENT

Named Insured POTLATCH CORPORATION

Effective Date: 04-01-09  
12:01 A.M., Standard Time

Agent Name AON RISK INSURANCE SERVICES WEST, INC.  
(OR)

Agent No. 70943-999

CANCELLATION AMENDMENT

AMENDMENT OF CANCELLATION CONDITION

This policy may be cancelled by the named insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the Company, as respects all insureds, by mailing to the first named insured at the address shown in the Declarations, written notice stating when, not less than ninety (90) days thereafter, such cancellation shall be effective; provided that if the named insured fails to discharge when due any of his obligations in connection with the payment of premium for this policy or any installment thereof, this policy may be cancelled by the Company, as respects all insureds, by mailing to the first named insured, at the address shown in the Declarations, written notice stating when, not less than ten (10) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender of the effective date and hour of the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the Company shall be equivalent to mailing.

## ITEM TWO

### SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form shows which autos are covered autos.)	LIMIT  THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	\$1,000,000	\$ 56,854
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	7	SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS SEE SCHEDULE DEDUCTIBLE.	\$ 1,095
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.	
PROPERTY PROTECTION INSURANCE (Michigan only)	7	SEPARATELY STATED IN THE P.P.I. ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.	INCL
AUTO MEDICAL PAYMENTS			
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN EACH MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.	
UNINSURED MOTORISTS	2	\$ 1,000,000	\$ 1,464
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	2	\$ 1,000,000	\$ 5,598
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE SCHEDULE DEDUCTIBLE. FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired Or Borrowed "Autos".	\$ 1,165
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed "Autos".	
PHYSICAL DAMAGE COLLISION COVERAGE	8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS SEE SCHEDULE DEDUCTIBLE, FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed "Autos".	\$ 1,734
PHYSICAL DAMAGE TOWING AND LABOR		FOR EACH DISABLEMENT OF A PRIVATE PASSENGER "AUTO".	
		TAX/SURCHARGE/FEE	
		PREMIUM FOR ENDORSEMENTS	
		*ESTIMATED TOTAL PREMIUM	\$ 67,911.00

\*This policy may be subject to final audit.

# ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liability Coverage Is Primary)	PREMIUM
AR	\$ 181,999	\$ 1.313		\$ 2,390
ID	IF ANY	\$ 1.071		\$ 111
TOTAL PREMIUM				
LIABILITY COVERAGE – RATING BASIS, NUMBER OF DAYS – (FOR MOBILE OR FARM EQUIPMENT) – RENTAL PERIOD BASIS)				
STATE	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED	BASE PREMIUM	FACTOR	PREMIUM
TOTAL PREMIUM				

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

## PHYSICAL DAMAGE COVERAGE AR

COVERAGES	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	\$181,999	.585	\$ 1,065
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	\$181,999	.898	\$ 1,634
TOTAL PREMIUM				

# ITEM FIVE

## SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other than Social Service Agencies	Number Of Employees	910	844
	Number Of Partners		
Garage Service Operations	Number of Employees Whose Principal Duty Involves The Operation of Autos		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers		
TOTAL			844



# ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liability Coverage Is Primary)	PREMIUM
MI	IF ANY	\$ .647		\$ 147
MN	IF ANY	\$ 1.209		\$ 100
TOTAL PREMIUM				
LIABILITY COVERAGE – RATING BASIS, NUMBER OF DAYS – (FOR MOBILE OR FARM EQUIPMENT) – RENTAL PERIOD BASIS)				
STATE	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED	BASE PREMIUM	FACTOR	PREMIUM
TOTAL PREMIUM				

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

## PHYSICAL DAMAGE COVERAGE ID

COVERAGES	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	.763	\$ 25
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	1.172	\$ 25
TOTAL PREMIUM				

# ITEM FIVE

## SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other than Social Service Agencies	Number Of Employees		
	Number Of Partners		
Garage Service Operations	Number of Employees Whose Principal Duty Involves The Operation of Autos		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers		
TOTAL			

# ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liability Coverage Is Primary)	PREMIUM
WI	\$ 1	\$ .958		\$ 100
TOTAL PREMIUM				
LIABILITY COVERAGE – RATING BASIS, NUMBER OF DAYS – (FOR MOBILE OR FARM EQUIPMENT) – RENTAL PERIOD BASIS				
STATE	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED	BASE PREMIUM	FACTOR	PREMIUM
TOTAL PREMIUM				

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

## PHYSICAL DAMAGE COVERAGE

MI

COVERAGES	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	.504	\$ 25
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	.773	\$ 25
TOTAL PREMIUM				

# ITEM FIVE

## SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other than Social Service Agencies	Number Of Employees		
	Number Of Partners		
Garage Service Operations	Number of Employees Whose Principal Duty Involves The Operation of Autos		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers		
TOTAL			

# ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liability Coverage Is Primary)	PREMIUM
TOTAL PREMIUM				
LIABILITY COVERAGE – RATING BASIS, NUMBER OF DAYS – (FOR MOBILE OR FARM EQUIPMENT) – RENTAL PERIOD BASIS				
STATE	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED	BASE PREMIUM	FACTOR	PREMIUM
TOTAL PREMIUM				

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

## PHYSICAL DAMAGE COVERAGE

MN

COVERAGES	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	IF ANY	.520	\$ 25
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	IF ANY	.799	\$ 25
TOTAL PREMIUM				

# ITEM FIVE

## SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other than Social Service Agencies	Number Of Employees		
	Number Of Partners		
Garage Service Operations	Number of Employees Whose Principal Duty Involves The Operation of Autos		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers		
TOTAL			

# ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE – RATING BASIS, COST OF HIRE				
STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE PER EACH \$100 COST OF HIRE	FACTOR (If Liability Coverage Is Primary)	PREMIUM
TOTAL PREMIUM				
LIABILITY COVERAGE – RATING BASIS, NUMBER OF DAYS – (FOR MOBILE OR FARM EQUIPMENT) – RENTAL PERIOD BASIS)				
STATE	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED	BASE PREMIUM	FACTOR	PREMIUM
TOTAL PREMIUM				

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

## PHYSICAL DAMAGE COVERAGE

WI

COVERAGES	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH \$100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.	\$ 1	.593	\$ 25
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.			
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE FOR EACH COVERED AUTO.	\$ 1	.911	\$ 25
TOTAL PREMIUM				\$ 2,899

# ITEM FIVE

## SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Operations And Other than Social Service Agencies	Number Of Employees		
	Number Of Partners		
Garage Service Operations	Number of Employees Whose Principal Duty Involves The Operation of Autos		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers		
TOTAL			

ITEM SIX

**SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS – LIABILITY COVERAGE – PUBLIC AUTO OR LEASING RENTAL CONCERNS**

ESTIMATED YEARLY	RATES				PREMIUMS			
	<input type="checkbox"/> Per \$100 of Gross Receipts <input type="checkbox"/> Per Mile							
	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA Only)	INCOME LOSS BENEFITS (VA Only)	LIABILITY COVERAGE	AUTO MEDICAL PAYMENTS	MEDICAL EXPENSE BENEFITS (VA Only)	INCOME LOSS BENEFITS (VA Only)
<input type="checkbox"/> Gross Receipts <input type="checkbox"/> Mileage								
TOTAL PREMIUMS								
MINIMUM PREMIUMS								

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross Receipts means the total amount to which you are entitled for transporting passengers, mail or merchandise during the policy period regardless of whether you or any other carrier originate the transportation. Gross Receipts does not include:

- A. Amounts you pay to railroads, steamship lines, airlines and other motor carriers operating under their own ICC or PUC permits.
- B. Advertising revenue.
- C. Taxes which you collect as a separate item and remit directly to a governmental division.
- D. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing units operated during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount to which you are entitled for the leasing or rental of "autos" during the policy period and includes taxes except those taxes which you collect as a separate item and remit directly to a governmental division.

Mileage means the total of all live and dead mileage developed by all the "autos" you leased or rented to others during the policy period.

# **SUPPLEMENTAL DECLARATIONS CALIFORNIA TOWING COVERAGE EXCEPTION**

The Coverage Symbol displayed on either the Business Auto Declarations 16-02-0214 or the Trucker Coverage Form Declarations 16-02-0237 for the Physical Damage Coverage Towing and Labor does not apply to any "auto" which is garaged in the State of California.

Policy Number  
(09)7355-67-24

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured POTLATCH CORPORATION

Effective Date: 04-01-2009

12:01 A.M., Standard Time

Agent Name AON RISK INSURANCE SERVICES WEST, INC.  
(OR)

Agent No. 70943-999

COMMON POLICY FORMS AND ENDORSEMENTS

16-02-0153	01-06	PREMIUM STATEMENT - VARIOUS STATES
UA 217	06-01	REJ OF PERSONAL INJURY PROTECTION COV AR
16-02-0214	04-06	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16-02-0251 (4)	01-06	SIGNATURE PAGE - FEDERAL
16-02-0252	01-01	COMPOSITE RATE
16-02-0252	01-01	90 DAY NOTICE OF CANCELLATION
16-02-0210	01-01	NAMED INSURED
16-02-0210	01-01	CANCELLATION AMENDMENT
16-02-0214	04-06	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16-02-0286	01-05	SUPPL. DEC. - CA TOWING COV EXCEPTION
16-02-0208	01-01	SCHEDULE OF FORMS AND ENDORSEMENTS
16-02-0205	01-01	CALCULATION OF PREMIUM-COMPOSITE RATE(S)
16-02-0028	04-94	INSTALLMENT PREMIUM ENDORSEMENT
CA 00 01	03-06	BUSINESS AUTO COVERAGE FORM
CA 23 93	01-06	WA EXCL/TERRORISM INVOLVING NUC/BIO/CHEM
16-02-0282	02-04	COMPLIANCE W/APPLIC TRADE SANCTION LAWS
IL 01 46	09-07	WASHINGTON COMMON POLICY CONDITIONS
IL 01 98	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION
16-10-0293	01-08	WI-SELECTION OF UIM COVERAGE LIMITS
CA U 002	01-06	AR - UM COV SELECTION/REJECTION SUPPL.
IL U 055	06-08	MN SELECTION OF HIGHER UM/UIM COV LIMITS
IL 00 03	09-08	CALCULATION OF PREMIUM
CA N 001	01-09	ID UM/UIM COV. DISCLOSER STATEMENT

AUTOMOBILE FORMS AND ENDORSEMENTS

16-10-0196	01-01	REDUCING AUTO LOSSES
CA 01 35	01-08	WASHINGTON CHANGES
CA 21 03	11-08	WI UNINSURED MOTORISTS COVERAGE
CA 21 08	03-06	AR UNINSURED MOTORISTS
CA 21 24	09-08	MN UM AND UIM COVERAGE
CA 21 31	03-06	MI UNINSURED MOTORISTS COVERAGE
CA 31 15	03-06	IDAHO UNINSURED MOTORISTS COVERAGE
CA 31 18	01-09	IDAHO UNDERINSURED MOTORISTS COVERAGE
CA 31 28	03-06	AR UNDERINSURED MOTORISTS COVERAGE
CA 22 20	03-08	MI PERSONAL INJURY PROTECTION
CA 22 24	03-06	MI PROPERTY PROTECTION COVERAGE
CA 22 25	01-07	MN PERSONAL INJURY PROTECTION
CA 20 54	10-01	EMPLOYEE HIRED AUTOS
CA 20 55	02-99	FELLOW EMPLOYEE COVERAGE
CA 99 48	12-93	POLLUTION LIAB BROAD COV FOR COV AUTO
CA U 006	01-08	WI-SELECTION OF HIGHER UM COV LIMITS

Policy Number  
(09)7355-67-24

**CALCULATION OF PREMIUM - COMPOSITE RATE(S)**

Named Insured POTLATCH CORPORATION

Effective Date: 04-01-2009  
12:01 A.M., Standard Time

Agent Name AON RISK INSURANCE SERVICES WEST, INC.  
(OR)

Agent No. 70943-999

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**A. SCHEDULE**

1. This endorsement modifies insurance provided under the following Coverage Part(s):

2. Definition of Premium Base (Bases):

LIAB = AUTOS COVERED BY POLICY  
UM = AUTOS COVERED BY POLICY  
PIP = AUTOS COVERED BY POLICY

3. Exceptions (if any) to compositing of premium calculation:

DRIVE OTHER CAR	FELLOW EMPLOYEE
FINANCIAL RESPONSIBILITY	GARAGEKEEPERS
HIRED AUTO PHYSICAL DAMAGE	POLLUTION
WAIVER OF SUBROGATION	HIRED AUTO LIABILITY
NON-OWNED AUTO	PNOL
ALASKA ATTORNEY FEES	RENTAL VEHICLE
NY MUNICIPALITY	

**4. Premium Schedule**

COVERAGE CODE/DESCRIPTION	PREMIUM BASE	ESTIMATED EXPOSURE	RATE	ADVANCE PREMIUM
GROUP# 1/LIABILITY PRIVATE PASSENGER	VEHICLES	6	567.50	\$ 3,406
GROUP# 1/UIM PRIVATE PASSENGER	VEHICLES	6	90.17	\$ 541
GROUP# 1/UM PRIVATE PASSENGER	VEHICLES	6	37.00	\$ 222
GROUP# 1/PIP PRIVATE PASSENGER	VEHICLES	2	105.00	\$ 210
GROUP# 1/UM ALL OTHER	VEHICLES	1	1.00	\$ 1
TOTAL PREMIUM				

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)



Policy Number  
(09)7355-67-24

**CALCULATION OF PREMIUM - COMPOSITE RATE(S)**

Named Insured POTLATCH CORPORATION

Effective Date: 04-01-2009  
12:01 A.M., Standard Time

Agent Name AON RISK INSURANCE SERVICES WEST, INC.  
(OR)

Agent No. 70943-999

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**A. SCHEDULE**

1. This endorsement modifies insurance provided under the following Coverage Part(s):

2. Definition of Premium Base (Bases):

3. Exceptions (if any) to compositing of premium calculation:

**4. Premium Schedule**

COVERAGE CODE/DESCRIPTION	PREMIUM BASE	ESTIMATED EXPOSURE	RATE	ADVANCE PREMIUM
GROUP# 2/LIABILITY LIGHT & MEDIUM TRUCKS	VEHICLES	74	517.22	\$ 38,273
GROUP# 2/UIM LIGHT & MEDIUM TRUCKS	VEHICLES	72	61.96	\$ 4,461
GROUP# 2/UM LIGHT & MEDIUM TRUCKS	VEHICLES	74	15.19	\$ 1,123
GROUP# 2/PIP LIGHT & MEDIUM TRUCKS	VEHICLES	12	73.75	\$ 886
GROUP# 3/LIABILITY LIGHT & MEDIUM TRUCKS	VEHICLES	1	787.00	\$ 787
TOTAL PREMIUM				

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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COVERAGE CODE/DESCRIPTION	PREMIUM BASE	ESTIMATED EXPOSURE	RATE	ADVANCE PREMIUM
GROUP# 3/UIM LIGHT & MEDIUM TRUCKS	VEHICLES	1	57.00	\$ 57
GROUP# 3/UM LIGHT & MEDIUM TRUCKS	VEHICLES	1	9.00	\$ 9
GROUP# 4/LIABILITY HVY & EXT HVY TRUCKS	VEHICLES	2	911.00	\$ 1,822
GROUP# 4/UIM HVY & EXT HVY TRUCKS	VEHICLES	2	57.00	\$ 114
GROUP# 4/UM HVY & EXT HVY TRUCKS	VEHICLES	2	9.00	\$ 18
TOTAL PREMIUM				

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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**4. Premium Schedule**

COVERAGE CODE/DESCRIPTION	PREMIUM BASE	ESTIMATED EXPOSURE	RATE	ADVANCE PREMIUM
GROUP# 5/LIABILITY HVY & EXT HVY TRUCKS	VEHICLES	2	1,231.00	\$ 2,462
GROUP# 5/UIM HVY & EXT HVY TRUCKS	VEHICLES	2	70.00	\$ 140
GROUP# 5/UM HVY & EXT HVY TRUCKS	VEHICLES	2	23.00	\$ 46
GROUP# 6/LIABILITY HVY & EXT HVY TRK-TRCTRS	VEHICLES	2	842.00	\$ 1,684
GROUP# 6/UIM HVY & EXT HVY TRK-TRCTRS	VEHICLES	2	57.00	\$ 114
TOTAL PREMIUM				

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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**A. SCHEDULE**

1. This endorsement modifies insurance provided under the following Coverage Part(s):

2. Definition of Premium Base (Bases):

3. Exceptions (if any) to compositing of premium calculation:

**4. Premium Schedule**

COVERAGE CODE/DESCRIPTION	PREMIUM BASE	ESTIMATED EXPOSURE	RATE	ADVANCE PREMIUM
GROUP# 6/UM HVY & EXT HVY TRK-TRCTRS	VEHICLES	2	9.00	\$ 18
GROUP# 7/LIABILITY HVY & EXT HVY TRK-TRCTRS	VEHICLES	3	1,576.00	\$ 4,728
GROUP# 7/UIM HVY & EXT HVY TRK-TRCTRS	VEHICLES	3	57.00	\$ 171
GROUP# 7/UM HVY & EXT HVY TRK-TRCTRS	VEHICLES	3	9.00	\$ 27
TOTAL PREMIUM				\$ 61,320

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

This endorsement changes the policy. Paragraph 6 titled Premium Audit in the Business Auto Coverage Form (CA-0001) is deleted and replaced with the following:

6. PREMIUM AUDIT

- a. The estimated total premium for this Coverage Form is based on the exposure you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. As of the expiration date of this insurance, you will furnish the Company with an updated list of owned autos. The Named Insured will be billed for any additional premium due or any premium over payment will be returned to the Named Insured. The final premium will be determined as follows:
  1. The number of Owned Autos at policy expiration will be multiplied by the composite rates shown on this endorsement.
  2. The estimated total premium at policy inception will be credited against the premium determined in 1. Above.
  3. The difference between the premium developed in steps 1. and 2. above will be multiplied by 50%.
  4. The premium determined in 3. Above is the additional or return premium due and in combination with the policy inception estimated premium will become the final premium for the annual term.
- b. If this policy is issued for more than one year, the premium for the Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.



## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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## B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

## SECTION II – LIABILITY COVERAGE

### A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### 1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.



- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or

(2) Performing the duties related to the conduct of the "insured's" business; or

- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

## 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

## C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

## SECTION III – PHYSICAL DAMAGE COVERAGE

### A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

#### a. Comprehensive Coverage

From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

#### b. Specified Causes Of Loss Coverage

Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

### 2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

### 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

### 4. Coverage Extensions

#### a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

### B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

#### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

#### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

- a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- b. Any other electronic equipment that is:
  - (1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (2) An integral part of the same unit housing any sound reproducing equipment described in Paragraph a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

- 5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

#### C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

- 3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

### SECTION IV – BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

#### A. Loss Conditions

##### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

##### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
  - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

### 4. Loss Payment — Physical Damage Coverages

At our option we may:

a. Pay for, repair or replace damaged or stolen property;

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

## B. General Conditions

### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

### 4. No Benefit To Bailee — Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

## 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

## 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

## 7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:

- (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

## 8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

## SECTION V – DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured";
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;



4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement;
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing; or
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J. "Loss" means direct and accidental loss or damage.
- K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
5. Vehicles not described in Paragraph 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers.
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.

**N. "Suit" means a civil proceeding in which:**

- 1. Damages because of "bodily injury" or "property damage"; or**
  - 2. A "covered pollution cost or expense",**
- to which this insurance applies, are alleged.

**"Suit" includes:**

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or**

- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.**

**O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**P. "Trailer" includes semitrailer.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WASHINGTON EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
  - a. That involve the following or preparation for the following:
    - (1) Use or threat of force or violence; or
    - (2) Commission or threat of a dangerous act; or
    - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
  - b. When one or both of the following applies:
    - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2. "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal injury", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

**B.** The following exclusion is added:

### EXCLUSION OF TERRORISM

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or

3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

C. In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMPLIANCE WITH APPLICABLE TRADE SANCTION LAWS**

All coverage parts in this policy are subject to the following Common Policy Condition:

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

All other terms and conditions remain the same.

# WASHINGTON COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

## A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least 5 days before the effective date of cancellation for any structure where 2 or more of the following conditions exist:

- a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days unless the structure is maintained for seasonal occupancy or is under construction or repair;
- b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
- c. Because of its physical condition, the structure is in danger of collapse;

- d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
- e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
- f. Without reasonable explanation, heat, water, sewer, and electricity are not furnished for the structure for 60 consecutive days; or
- g. The structure is not maintained in substantial compliance with fire, safety and building codes.

## 4. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:

- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
- c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
- d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.

5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph A.3. above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph A.3. above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:
  - a. For Division Two – Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.
  - b. If:
    - (1) You are an individual;
    - (2) A covered auto you own is of the "private passenger type";
    - (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
    - (4) The first Named Insured cancels;the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.  
The cancellation will be effective even if we have not made or offered a refund.
8. If notice is mailed, proof of mailing will be sufficient proof of notice.

## **B. Changes**

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## **C. Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## **D. Inspection And Surveys**

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### **E. Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

#### **F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

#### **G. Nonrenewal**

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;

- b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
- c. The policy clearly states that it is not renewable, and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.

#### **2. If:**

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.:**

- a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing and Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance this policy will end on the effective date of that insurance.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

## WISCONSIN SELECTION OF UNDERINSURED MOTORISTS COVERAGE LIMITS

<b>Applicant/Named Insured:</b> POTLATCH CORPORATION
<b>Company:</b> FEDERAL INSURANCE COMPANY

Wisconsin law permits you to make certain decisions regarding Underinsured Motorists Coverage. This document briefly describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Underinsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

### **Notice Of Availability Of Underinsured Motorists Coverage**

Underinsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident.

**NOTE: If you purchase Underinsured Motorists Coverage, this coverage will only apply to autos which you own.**

Please indicate your selection below by initialing next to the appropriate item(s):

<b>(Initials)</b> _____ <b>I select Underinsured Motorists Coverage at the following limits:</b>																																																																																																																										
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## ARKANSAS UNINSURED MOTORISTS COVERAGE SELECTION/REJECTION (SUPPLEMENT TO THE APPLICATION)

Policy Number:	Policy Effective Date: 04-01-2009
Company:	Producer:
Applicant/Named Insured:	

Arkansas law permits you to make certain decisions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage. This document briefly describes these coverages and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

### Uninsured Motorists Coverages

Bodily Injury Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Property Damage Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of property damage caused by an automobile accident. Also included are damages due to property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Unless rejected, your policy must include Bodily Injury Uninsured Motorists Coverage at limits not less than: (1) split limits of \$25,000 for each person, subject to \$50,000 for each accident with respect to bodily injury; or (2) a single limit of \$50,000. You may select optional higher limits up to the policy's liability limits. If you purchase Bodily Injury Uninsured Motorists Coverage, then you may also select Property Damage Uninsured Motorists Coverage up to the policy's liability limits or you may reject such coverage.

Please indicate your choice from **A.**, **B.** or **C.** as follows:

**A. Selection Of Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage**

By completing this section, you are selecting BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in 1. OR 2. and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage and Property Damage Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials)		<b>1. I select Bodily Injury Uninsured Motorists Coverage at limit(s) equal to the minimum limits required by Arkansas law AND Property Damage Uninsured Motorists Coverage as indicated below. I acknowledge that I have been offered Bodily Injury Uninsured Motorists Coverage at limit(s) up to the liability limits of my policy. I reject any increased limits of Bodily Injury Uninsured Motorists Coverage that are higher than the minimum limits required by Arkansas law.</b> (Choose either the Split Limits option or the Combined Single Limit option:)						
(Initials)	\$	<b>Split Limits Bodily Injury And Property Damage</b> 25,000/50,000/25,000	OR	(Initials)	\$	<b>Combined Single Limit</b> 75,000		
<b>OR</b>								
(Initials)		<b>2. I select Bodily Injury Uninsured Motorists AND Property Damage Uninsured Motorists Coverage at the following limit(s):</b> (Choose one Split Limits Bodily Injury option AND one Property Damage limit option, OR one Combined Single Limit option from the following:)						
(Initials)		<b>Split Limits Bodily Injury</b>	(Initials)	<b>Property Damage</b>	OR	(Initials)	<b>Combined Single Limit</b>	
_____	\$	50,000/100,000	_____	\$	50,000	_____	\$	100,000
_____		100,000/300,000	_____		100,000	_____		250,000
_____		250,000/500,000	_____			_____		350,000
_____		500,000/1,000,000	_____			_____		500,000
_____			_____			_____		1,000,000
_____		(Other)	_____		(Other)	_____		(Other)
_____ <b>Signature Of Applicant/ Named Insured</b>						_____ <b>Date</b>		

**B. Rejection Of Property Damage Uninsured Motorists Coverage AND Selection Of ONLY Bodily Injury Uninsured Motorists Coverage**

By completing this section, you are rejecting Property Damage Uninsured Motorists Coverage and selecting ONLY Bodily Injury Uninsured Motorists Coverage in connection with your automobile liability policy.

Please indicate your choice by initialing next to the appropriate item(s) in 1. OR 2. and signing below. Please note that we only offer Bodily Injury Uninsured Motorists Coverage up to the Liability Coverage limits of your policy, even though higher limits may appear below.

(Initials)	1.	I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at limits equal to the minimum limits required by Arkansas law. I acknowledge that I have been offered Bodily Injury Uninsured Motorists Coverage at limit(s) up to the liability limits of my policy. I reject any increased limits of Bodily Injury Uninsured Motorists Coverage that are higher than the minimum limits required by Arkansas law. (Choose either the Split Limits Bodily Injury option or the Combined Single Limit option from the following:)			
_____					
(Initials)		Split Limits Bodily Injury	OR	(Initials)	Combined Single Limit
_____		\$ 25,000/ 50,000		_____	\$ 50,000
<b>OR</b>					
(Initials)	2.	I reject Property Damage Uninsured Motorists Coverage and select ONLY Bodily Injury Uninsured Motorists Coverage at the following limit(s): (Choose one Split Limits Bodily Injury option OR one Combined Single Limit option from the following:)			
_____					
(Initials)		Split Limits Bodily Injury	OR	(Initials)	Combined Single Limit
_____		\$ 50,000/ 100,000		_____	\$ 100,000
_____		100,000/ 300,000		_____	250,000
_____		250,000/ 500,000		_____	350,000
_____		500,000/ 1,000,000		_____	500,000
_____				_____	1,000,000
_____		(Other)		_____	(Other)
Signature Of Applicant/ Named Insured					Date

**C. Rejection Of BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage**

By initialing and signing below, you are rejecting Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage in its entirety.

(Initials)

**I reject BOTH Bodily Injury Uninsured Motorists Coverage AND Property Damage Uninsured Motorists Coverage.**

**Signature Of Applicant/Named Insured**

**Date**



## MINNESOTA SELECTION OF UNINSURED AND UNDERINSURED MOTORISTS COVERAGE LIMITS

<b>Policy Number:</b> (09) 7355-67-24	<b>Policy Effective Date:</b> 04-01-2009
<b>Company:</b> FEDERAL INSURANCE COMPANY	
<b>Producer:</b> AON RISK INSURANCE SERVICES WEST, INC.	
<b>Applicant/Named Insured:</b> POTLATCH CORPORATION	

This document briefly describes Uninsured and Underinsured Motorists coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured and Underinsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

### UNINSURED AND UNDERINSURED MOTORISTS COVERAGE

Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Underinsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident.

Uninsured and Underinsured Motorists Coverage will be afforded at limits equal to: (1) split limits of \$25,000 for each person, subject to \$50,000 for each accident; or (2) a single limit of \$50,000 for each accident, unless you select optional higher limits.

Please indicate your choices from both **A.** and **B.** as follows:

**A. Selection Of Uninsured Motorists Coverage Limits**

Please indicate your choice by initialing next to the appropriate items and signing below:

Please note that we only offer Uninsured Motorists Coverage limits up to the Liability Coverage limits of your policy, even though higher limits may appear below.

<b>(Initials)</b>		<b>I select Uninsured Motorists Coverage at the following limit(s):</b>	
<b>(Choose one):</b>			
<b>(Initials)</b>	<b>Split Limits</b>	<b>OR</b>	<b>(Initials)</b>
	<b>Combined Single Limit</b>		
_____	\$ 25,000/ 50,000		_____
_____	30,000/ 60,000		_____
_____	50,000/ 100,000		_____
_____	100,000/ 200,000		_____
_____	100,000/ 300,000		_____
_____	250,000/ 500,000		_____
_____	300,000/ 300,000		_____
_____	500,000/ 500,000		_____
_____	500,000/ 1,000,000		_____
_____	1,000,000/ 1,000,000		_____
_____	(Other) _____		_____
Signature Of Applicant/Named Insured		Date	

**B. Selection Of Underinsured Motorists Coverage Limits**

Please indicate your choice by initialing next to the appropriate items and signing below:

Please note that we only offer Underinsured Motorists Coverage limits up to the Liability Coverage limits of your policy, even though higher limits may appear below.

<b>(Initials)</b> _____		<b>I select Underinsured Motorists Coverage at the following limit(s):</b>	
<b>(Choose one):</b>			
<b>(Initials)</b>	<b>Split Limits</b>	<b>OR</b>	<b>(Initials)</b>
	<b>Combined Single Limit</b>		
_____	\$ 25,000/ 50,000		_____
_____	30,000/ 60,000		_____
_____	50,000/ 100,000		_____
_____	100,000/ 200,000		_____
_____	100,000/ 300,000		_____
_____	250,000/ 500,000		_____
_____	300,000/ 300,000		_____
_____	500,000/ 500,000		_____
_____	500,000/ 1,000,000		_____
_____	1,000,000/ 1,000,000		_____
_____	_____		_____
	(Other)		(Other)
_____ <b>Signature Of Applicant/ Named Insured</b>		_____ <b>Date</b>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

# IDAHO UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE DISCLOSURE STATEMENT

The following paragraph is derived from Idaho Department of Insurance Bulletin No. 08-08, dated July 24, 2008:

*Idaho law requires that every auto liability insurance policy include **Uninsured Motorists (UM)** coverage and **Underinsured Motorists (UIM)** bodily injury coverage, unless a named insured has rejected these coverages in writing. If the insured is not provided a copy of the written rejection at the time it is made, the insured may receive a copy from the insurer upon request.*

**UM** coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

**UIM** coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident.

**UIM** coverage may be offered in different forms by different insurers, and insurers are not required to offer more than one type of UIM coverage. The following descriptions of the "Difference in Limits" (or "Offset") Coverage and "Excess" Coverage are derived from Idaho Department of Insurance Bulletin No. 08-08, dated July 24, 2008, as common forms of UIM coverage:

*"Difference in Limits" (or "Offset") Coverage – The policy's UIM coverage limits are reduced or eliminated by the amount of any damages recovered by any insured, from or on behalf of any underinsured owner(s) or operator(s).*

*"Excess" Coverage – The policy's UIM coverage limits are **not** reduced by the amount of damages recovered from any underinsured owner(s) or operator(s). UIM coverage limits are available to pay damages when the insured's damages exceed what can be recovered from the owner(s) or operator(s) of an underinsured vehicle.*

Please note that the type of UIM coverage that we currently make available in Idaho is similar to the "Excess" type described above.

**This general explanation is NOT an insurance agreement. All auto liability insurance policies that include UM and/or UIM coverages have other terms and conditions that may affect or limit the availability of either coverage. For a more detailed explanation of these coverages, refer to your policy. The Idaho Department of Insurance can also provide assistance with insurance related questions. Call 800-721-3272 or visit the Department's website at [www.doi.idaho.gov](http://www.doi.idaho.gov).**

## **Reducing Automobile Losses**

A loss prevention guide for business owners

### **Auto accidents and your company's bottom line**

Work-related vehicle crashes can have a major impact on the safety and health of your employees -- and on the cost of operating your business. This guide is designed to help you reduce the impact of vehicle-related crashes on your bottom line by providing specific tips for improving employee performance and safety. Successful companies use these practices, whether they operate just one vehicle or a fleet of thousands.

Consider these statistics. According to the National Highway Traffic Safety Administration, last year there were:

- ☐ 6,289,000 police-reported crashes
- ☐ 3,200,000 injuries
- ☐ 41,345 deaths
- ☐ 3 workers die each day from work-related motor vehicle crashes.
- ☐ The leading cause of work-related injury, crashes accounted for 20% of all fatal workplace injuries.

The cost associated with these crashes is considerable. Motor vehicle crash injuries on and off the job cost employers almost \$55 billion in contributions to workers compensation, medical and disability insurance, life insurance, Social Security, auto liability and physical damage insurance.

### **What you can do**

The moment your employees get behind the wheel to perform their duties as drivers for your company, they face a number of situations over which you have no control: bad weather, poor road conditions, congested traffic and other drivers. However, you can have an influence on the quality of the people you employ as drivers and the vehicles they operate. To help you, we recommend you follow these tips for improving safety and minimizing the chance that crashes will happen.

**Check the driving records of all new employees who may drive for work-related purposes** before they are hired.

Drivers must give their permission for you to obtain their motor vehicle driving record or "MVR." You can obtain MVR reports through your state Department of Motor Vehicles or purchase them from employment information vendors. Requesting an MVR and taking the appropriate action is one of the most effective ways to prevent accidents.

**Make seat belt use personal, as well as company policy.** Set a good example by wearing a seatbelt and not tolerating exceptions to the rule. Crash data indicates 63% of occupants of passenger vehicles killed in traffic crashes were not wearing seat belts. Agencies such as the National Safety Council, National Highway Traffic Safety Administration and the Network of Employers for Traffic Safety have good materials to help companies promote seat belt use.

**Take time to observe your employees' driving skills.** Don't assume all employees know how to drive safely. If you attend a defensive driving class or other driver improvement program, you will be in a better position to critique the skills of other drivers. Consider attending a behind-the-wheel driver improvement program. This hands-on learning can have lasting benefits for you and your employees.

**Report vehicle crashes and incidents immediately to your insurance carrier.** This is critical to controlling your company's liability and costs. Make sure your employees know what to do if they're involved in an accident. Equip vehicles with glove box vehicle accident report forms as well as disposable cameras so drivers can record damage and vehicles at the scene. If you don't train your employees how to report crashes and record information, you may be subject to additional costs and liability. Finally, review all claim reports to determine the causes of the crash and, when possible, eliminate them in the future.

**Recognize good drivers on your staff and publicize good results.** Make driving safety a part of your business culture. Consider individual safety performance as you evaluate employees. Conversely, if you are having a problem with vehicle crashes, analyze the losses and determine the causes. Focus on the problems and recognize those who contribute to the solutions.

**Establish a clear policy of intolerance for impaired driving.** Drivers who are fatigued, affected by prescription or illegal drugs or alcohol are likelier to be involved in a crash. Again, set a good example as an employer. Do not host parties or employee gatherings that promote irresponsible use of alcohol or the use of drugs. The National Highway Traffic Safety Administration estimates that alcohol was involved in 39% of fatal crashes and 7% of all crashes. Fatigue can also contribute to crashes. Make sure delivery schedules and driving tasks allow drivers adequate time to rest and operate within the law.

**Select and provide vehicles that are designed for safety.** Consult the ratings supplied by the Insurance Institute for Highway Safety and the National Highway Traffic Safety Administration to learn about vehicles with the highest safety ratings. Company vehicles are like personal protective equipment: the better the protection, the milder the injury. Also, provide the funds and time to maintain vehicles; doing so will save money in the long run and reflect well on your company's image.

**Allow drivers to give their full attention to driving.** Because you spend so much time in vehicles, it is tempting to try to do other things while driving; eating, combing hair, shaving, writing, dictating, reading and talking on the phone to name a few. Drivers and employers must work together to eliminate distractions from focusing on the road. Cell phone use while driving is becoming an illegal act in some cities and countries. This simple rule applies: keep both hands on the wheel, your eyes on the road and your mind on driving. Incentives that prompt employees to use their drive time for other business activities should be eliminated.

**Adhere to regulations set by the Federal Highway Administration's Department of Transportation.** Some of your vehicles and operations may come under the jurisdiction of this department. Regulations relating to safe operations are found in the Code of Federal Regulations, Sections 350-399. These regulations apply to vehicles 1) weighing more than 10,000 pounds GVW, 2) transporting more than 15 passengers (including driver) or, transporting hazardous materials in quantities requiring the vehicle to be placarded. If you have such operations or vehicles, compliance with the Federal Motor Carrier Safety Regulations is a must and can contribute to the prevention of losses and fines.

#### **Driver/Traffic Safety Resources**

These organizations can assist you in your management and promotion of good driving habits:

**National Highway Traffic Safety Administration (NHTSA):** Offers information about driver, vehicle safety and vehicle crash test results. [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov)

**Federal Motor Carrier Safety Administration (FMCSA):** Access to Federal Motor Carrier Safety Regulations. [www.fmcsa.dot.gov/](http://www.fmcsa.dot.gov/)

**Insurance Institute for Highway Safety (IIHS):** Information about the crash worthiness of specific vehicles [www.hwysafety.org](http://www.hwysafety.org)

**Network of Employers for Traffic Safety (NETS):** Useful information for employers to promote safe driving and access to state NETS coordinators. [www.trafficsafety.org](http://www.trafficsafety.org)

**Driving Dynamics:** Supplier of behind-the-wheel driver training. [www.drivingdynamics.com](http://www.drivingdynamics.com)

**FLI Learning:** Supplier of safety training materials for different vehicle types [www.filearning.com](http://www.filearning.com)

**Gold Cross Safety:** Supplier of business fleet driver training resources [www.goldcross.net/](http://www.goldcross.net/)

**J.J. Keller and Associates, Inc.:** Supplier of transportation safety and compliance materials [www.jjkeller.com](http://www.jjkeller.com)

**National Safety Council (NSC):** Supplier of safety training resources and driver training courses. [www.nsc.org](http://www.nsc.org)

This guide is intended to be a general resource to help you develop effective loss prevention strategies. It is not a substitute for prudent from qualified experts who can address issues specific to your business. We encourage you to seek advice from experts as you design and implement your loss prevention procedures. Chubb does not require that any customer use the products or service of particular vendors. Listed above are the names of some resources and vendors of which we are aware. You should feel free to contact them or any other source to advice determine whether they can be helpful. Chubb does not warrant their products or services. Any arrangement you make with the above vendors and resources are entirely within your discretion.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WASHINGTON CHANGES**

For a covered "auto" licensed or principally garaged in, or for "garage operations" conducted in, Washington, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Liability Coverage**

The Employee Indemnification And Employer's Liability Exclusion applies only to "bodily injury" to any "employee" of the insured whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the insured whose employment is subject to the Industrial Insurance Act of Washington, the **Employee Indemnification And Employer's Liability** Exclusion is replaced with the following:

This insurance does not apply to "bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing duties related to the conduct of the "insured's" business; or
- b. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the insured under an "insured contract". A domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

### **B. Changes In Physical Damage Coverage**

1. The lead-in to Paragraph B.1. is replaced by the following:

We will not pay for "loss" caused directly or indirectly by any of the following:

2. The Limit of Insurance Provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following, and supersedes any provision to the contrary:
3. We may deduct for betterment for parts normally subject to repair and replacement during the useful life of the "auto". In this event, deductions shall be limited to the lesser of:
  - a. An amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part; or
  - b. The amount which the resale value of the "auto" is increased from the repair or replacement.
3. The following is added to Paragraph C. **Limit Of Insurance**:

We will not pay for a loss which is paid under Underinsured Motorists Coverage.



### C. Changes In Garagekeepers Coverage

If Garagekeepers Coverage in the Garage Coverage Form is selected or if the Garagekeepers Coverage endorsement or the Garagekeepers Coverage — Customers' Sound Receiving Equipment endorsement is attached, then Exclusion 3. is replaced by the following:

3. We will not pay for "loss" arising directly or indirectly out of the following:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

#### **APPRAISAL FOR PHYSICAL DAMAGE LOSS**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

Neither we nor you shall be held to have waived any rights by any act relating to appraisal.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us for that payment. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

- b. We are entitled to a recovery only after the person or organization has been fully compensated for damages by another party.

3. The following is added to the **Legal Action Against Us** Condition:

If this action is brought pursuant to Sec. 3 of RCW 48.30 then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail, or certified mail with return receipt requested.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WISCONSIN UNINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged or "garage operations" conducted in Wisconsin, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### **SCHEDULE**

**Limit Of Insurance:** \$ 1,000,000

**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay under this coverage only after all liability bonds or policies have been exhausted by payment of judgments or settlements.
3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone else "occupying" an "auto" you do not own who is an "insured" for Liability under the Coverage Form, but only at times when that person is an "insured" for Liability under the Coverage Form.

- d. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered auto must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone else "occupying" an "auto" you do not own who is an "insured" for Liability under the Coverage Form, but only at times when that person is an "insured" for Liability under the Coverage Form.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 5. Punitive or exemplary damages.
- 6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
- 3. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.
- 2. The Limit of Insurance under this coverage shall be reduced by:
  - a. All sums paid or payable under any workers' compensation, disability benefits or similar law, and
  - b. All sums paid by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Liability Coverage.
- 3. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage Form, Underinsured Motorists Coverage endorsement or Uninsured Motorists Coverage endorsement.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

#### E. Changes In Conditions

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
  - (1) On a primary basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the "loss" that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

- a. We shall be entitled to the right to recover damages from another only after the "insured" has been fully compensated for damages.

- b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid only after the "insured" has been fully compensated for damages.

4. The following condition is added:

#### ARBITRATION

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the applicable minimum limit for bodily injury liability specified by WIS. STAT. Section 344.15. The applicable minimum limit is:
    - (1) \$50,000 for each "accident", if the limit of liability is a single limit that applies for each "accident", or

(2) \$25,000 for each person/\$50,000 for each "accident" if the limit of liability is indicated as a split limit.

b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must hit another vehicle that hits an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

a. Owned or operated by a self-insurer under any applicable motor vehicle law, other than Wisconsin motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;

b. Owned or operated by a self-insurer under Wisconsin motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide at least \$50,000 for each "accident", which is the minimum combined single limit of liability specified by WIS. STAT. Section 344.15;

c. Owned by a governmental unit or agency;

d. Designed for use mainly off public roads while not on public roads; or

e. That is an "underinsured motor vehicle".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARKANSAS UNINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>
<b>Countersignature Of Authorized Representative</b>
<b>Name:</b>
<b>Title:</b>
<b>Signature:</b>
<b>Date:</b>

### **SCHEDULE**

<b>Limit Of Insurance</b>	<b>\$ 1,000,000</b>	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form.
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. Punitive or exemplary damages that are imposed by a court of law to:
  - a. Punish a wrongdoer; and
  - b. Deter others from similar conduct.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Declarations.

2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage Endorsement, or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

### E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this coverage form is provided:

- (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved, and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

**3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

**4. The following condition is added:**

**ARBITRATION**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. However, arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
  - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- (1) Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- (2) Owned by a governmental unit or agency; or
- (3) Designed for use mainly off public roads while not on public roads.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MINNESOTA UNINSURED AND UNDERINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Minnesota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

### **SCHEDULE**

<b>Coverage</b>	<b>Limit Of Insurance</b>
<b>Uninsured Motorists Coverage:</b>	\$ 1,000,000 Each "Accident"
<b>Underinsured Motorists Coverage:</b>	\$ 1,000,000 Each "Accident"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle" or "underinsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought against an uninsured or underinsured motorist is not binding on us unless we have:
  - a. Received reasonable notice of the commencement of the "suit" resulting in judgment; and
  - b. Had a reasonable opportunity to protect our interests in the "suit".

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled with the owner or operator of an "uninsured motor vehicle" without our consent.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
3. "Bodily injury" under Uninsured Motorists Coverage, if that "bodily injury" is sustained by:
  - a. An individual Named Insured while "occupying" a vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage; or
  - b. Any "family member" while "occupying" any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage.
4. "Bodily injury" under Underinsured Motorists Coverage, if that "bodily injury" is sustained by:
  - a. An Individual Named Insured while "occupying" a vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage; or
  - b. Any "family member" while "occupying" any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so. However, this exclusion does not apply to a "family member" who is not identified by name in any other contract for a plan of reparation security complying with the Minnesota no-fault insurance act, while using a covered "auto" which is owned by the Named Insured.

6. Punitive or exemplary damages.

7. "Bodily injury" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident":
  - a. With an "uninsured motor vehicle" is the limit of Uninsured Motorists Coverage shown in the Schedule.
  - b. With an "underinsured motor vehicle" is the limit of Underinsured Motorists Coverage shown in the Schedule.

We will apply the limit of liability for each of these coverages as shown in the Schedule to provide separate limits required by law for uninsured and underinsured "bodily injury" liability.

2. Any amounts otherwise payable for damages under this insurance shall be reduced by all sums paid or payable or which would be paid or payable except for the application of a deductible under Personal Injury Protection applicable to the same element of loss.
3. We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.
4. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage Form, or any Medical Payments Coverage Endorsement attached to this Coverage Part.

## E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage and Underinsured Motorists Coverage as follows:

1. The reference in **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms to "other applicable insurance" applies only to other collectible uninsured motorists insurance and is replaced by the following:

- a. With respect to coverage we provide when a covered "auto" the Named Insured owns is involved in an "accident", only:

- (1) The Limit of Insurance for Uninsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "uninsured motor vehicle" is legally responsible.
- (2) The Limit of Insurance for Underinsured Motorists Coverage applicable to that "auto" will apply for damages for which the owner or operator of the "underinsured motor vehicle" is legally responsible.

- b. If an "insured" sustains "bodily injury" while:

- (1) "Occupying" a vehicle not owned by that person or while not "occupying" any vehicle; or
- (2) "Occupying" a vehicle owned by the Named Insured or any "family member", if the Named Insured is an individual, and such vehicle is insured under one or more separate policies providing uninsured motorists or underinsured motorists insurance;

the following priorities of recovery apply:

<b>First Priority</b>	The policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the vehicle the "insured" was "occupying" at the time of the "accident".
<b>Second Priority</b>	Any Coverage Form or policy affording Uninsured Motorists Coverage or Underinsured Motorists Coverage to the "insured" as an individual Named Insured or "family member".

- (1) Where there is no applicable insurance available under the first priority, the maximum recovery under all Coverage Forms or policies in the second priority shall not exceed the highest applicable limit for any one vehicle under any one Coverage Form or policy.

- (2) Where there is applicable insurance available under the first priority:

- (a) The Limit of Insurance applicable to the vehicle the "insured" was "occupying", under the Coverage Form or policy in the first priority, shall first be exhausted; and

- (b) If there is other applicable insurance available under one or more policies or provisions of coverage:

The maximum recovery in the second priority under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.

Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any collectible uninsured or underinsured motorists insurance providing coverage on a primary basis.

If the coverage under this coverage form is provided:

- (i) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (ii) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

- (3) We will pay only our share of the "loss", not to exceed our share of the maximum recovery. Our share is the proportion that our Limit of Insurance bears to the total of all applicable limits in the same level of priority.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

For an "underinsured motor vehicle", **Duties In The Event Of Accident, Claim, Suit Or Loss** is also changed by adding the following:

- a. Promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle". Such notice shall:
  - (1) Identify the "insured", the owner or driver of the "underinsured motor vehicle", and the insurer of the "underinsured motor vehicle";
  - (2) Disclose the limits of the automobile liability insurance available to the owner or driver of the "underinsured motor vehicle"; and
  - (3) Disclose the agreed upon amount of the tentative settlement; and
- b. Allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

**3. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following and supersedes any provision to the contrary:

- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.
- b. If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

- c. For an "underinsured motor vehicle", Paragraph 3.a. of the Transfer Of Rights Of Recovery Against Others To Us Condition does not apply if:

- (1) We have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- (2) We fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of such notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of written notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- (2) We also have a right to recover the advance payment.

- d. Our rights under Paragraph 3.a. of this condition do not apply against any person or organization insured under this or any other Coverage Form we issue with respect to the same "accident" or "loss".
- e. Our rights under this condition do not apply against a person who is 21 years of age or older who:

- (1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or
- (2) Sold, bartered, furnished or gave to, or purchased alcoholic beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age;

and that intoxicated person caused the injury, "loss" or damage for which payment was made under this policy.

- f. Our rights are subject to any applicable limitations contained in the Minnesota statutes.

4. The following condition is added:

**ARBITRATION**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

- 1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
  - 2. "Occupying" means in, upon, getting in, on, out or off.
  - 3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
    - a. To which (1) no bodily injury liability bond or policy applies at the time of an "accident" or (2) a bodily injury liability bond or policy applies at the time of the "accident" but its limit for bodily injury liability is less than the minimum limit for bodily injury liability specified by the Minnesota No-fault Automobile Insurance Act;
    - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
  - c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying", or must cause an "accident" resulting in "bodily injury" to an "insured" without hitting a covered "auto" or a vehicle an "insured" is "occupying".
- However, "uninsured motor vehicle" does not include any vehicle or equipment:
- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who (1) denies coverage, (2) is or becomes insolvent or (3) cannot provide the amounts required by that motor vehicle law;
  - b. Designed for use mainly off public roads while not on public roads;
  - c. That is an "underinsured motor vehicle";
  - d. Owned by or furnished or available for the regular use of an "insured";
  - e. Operated on rails or crawler treads; or
  - f. While located for use as a residence or premises.
4. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which a bodily injury liability bond or policy applies at the time of the "accident" in limits equal to or greater than the minimum limits specified by the Minnesota No-fault Automobile Insurance Act but its limit for "bodily injury" liability is not enough to pay the full amount the "insured" is legally entitled to recover as damages caused by the "accident".
- However, "underinsured motor vehicle" does not include any vehicle or equipment:
- a. For which a liability bond or policy applies at the time of the "accident", but the bonding or insuring company (1) denies coverage or (2) is or becomes insolvent;
  - b. Designed for use mainly off public roads while not on public roads;
  - c. That is an "uninsured motor vehicle";
  - d. Owned by or furnished or available for the regular use of an "insured";
  - e. Operated on rails or crawler treads; or
  - f. While located for use as a residence or premises.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MICHIGAN UNINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>
<b>Countersignature Of Authorized Representative</b>
<b>Name:</b>
<b>Title:</b>
<b>Signature:</b>
<b>Date:</b>

### **SCHEDULE**

<b>Limit Of Insurance:</b> \$    1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".

2. With respect to damages resulting from an "accident" with a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

- 3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### C. Exclusions

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", in accordance with the procedures described in Paragraph A.2.b.
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

#### 3. "Bodily injury" sustained by:

- a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

- 5. Punitive or exemplary damages.

- 6. "Bodily injury" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Uninsured Motorists Coverage shown in the Schedule or Declarations.

- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage Form, or any Medical Payments Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

## E. Changes In Conditions

The conditions are changed for Uninsured Motorists Coverage as follows:

### 1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.

b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.

c. If the coverage under this coverage form is provided:

(1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

(2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

### 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

a. Promptly notify the police if a hit-and-run driver is involved, and

b. Promptly send us copies of the legal papers if a "suit" is brought.

c. A person seeking coverage from an insurer, owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle".

### 3. The **Legal Action Against Us** provision is replaced by the following:

a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.

b. Any legal action against us under this Coverage Form must be brought within three years after the date of "accident". However, this Paragraph **3.b.** does not apply to an "insured" if, within three years after the date of the "accident":

(1) We and the "insured" agree to arbitration in accordance with this endorsement; or

(2) The "insured" has filed an action for "bodily injury" against the owner or operator of a vehicle described in Paragraph **b.** of the definition of "uninsured motor vehicle" and such action is:

(a) Filed in a court of competent jurisdiction; and

(b) Not barred by the applicable statute of limitations.

In the event that the three year time limitation identified in this condition does not apply, the applicable state statute of limitations will govern legal action against us under this Coverage Form.

### 4. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.



Our rights do not apply under this provision with respect to damages caused by an "accident" with a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Uninsured Motorists Coverage; and
- b. We also have a right to recover the advance payment.

5. The following condition is added:

**ARBITRATION**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.

2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":

- a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
- b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but that sum is less than the Limit of Insurance of this coverage;
- c. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit, or cause an object to hit, an "insured", a covered "auto" or a vehicle an "insured" is "occupying". If there is no direct physical contact with the hit-and-run vehicle, the facts of the "accident" must be corroborated by competent evidence, other than the testimony of any person having a claim under this or any similar insurance as the result of such "accident".

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****IDAHO UNINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Idaho, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>
<b>Countersignature Of Authorized Representative</b>
<b>Name:</b>
<b>Title:</b>
<b>Signature:</b>
<b>Date:</b>

**SCHEDULE**

<b>Limit Of Insurance:</b> \$ 1,000,000	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

## A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

## B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

## C. Exclusions

This insurance does not apply to any of the following:

1. Any claim settled without our consent, if the settlement or judgment prejudices our right to recover payment.
2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

## 3. "Bodily injury" sustained by:

- a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Uninsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Uninsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
4. Any "insured" using a vehicle without a reasonable belief that the person is entitled to do so.
  5. Punitive or exemplary damages.
  6. "Bodily injury" arising directly or indirectly out of:
    - a. War, including undeclared or civil war;
    - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

## D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Uninsured Motorists Coverage shown in the Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage Endorsement or Underinsured Motorists Coverage Endorsement.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

#### **E. Changes In Conditions**

The Conditions are changed for Uninsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

4. The following Condition is added:

#### **ARBITRATION**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "uninsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

#### **F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged;
  - b. For which an insuring or bonding company denies coverage or is or becomes insolvent; or

- c. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying".

However, "uninsured motor vehicle" does not include any vehicle:

- a. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
- b. Owned by a governmental unit or agency; or
- c. Designed for use mainly off public roads while not on public roads.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## IDAHO UNDERINSURED MOTORISTS COVERAGE

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Idaho, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### SCHEDULE

**Limit Of Insurance:** \$ 1,000,000

**Each "Accident"**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

#### A. Coverage

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".
2. We will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a.** The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or
  - b.** A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle"; and we
    - (1) Have been given prompt written notice of such tentative settlement; and

- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### B. Who Is An Insured

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a.** The Named Insured and any "family members".
  - b.** Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c.** Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":

- a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
- b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

### C. Exclusions

This insurance does not apply to any of the following:

1. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
2. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.
3. Any "insured" using a vehicle without a reasonable belief that the person is entitled to do so.
4. Punitive or exemplary damages.
5. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Underinsured Motorists Coverage shown in the Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage Endorsement or Uninsured Motorists Coverage Endorsement.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

### E. Changes In Conditions

The Conditions are changed for Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.

- (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

**2. Duties In The Event Of Accident, Claim, Suit Or Loss** is changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved;
- b. Promptly send us copies of the legal papers if a "suit" is brought; and
- c. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us to advance payment to that "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

**3. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given prompt written notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

**4. The following Condition is added:**

**ARBITRATION**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides at least the amounts required by the applicable law where a covered "auto" is principally garaged but the sum is less than the Limit of Insurance of this coverage.

However, "underinsured motor vehicle" does not include any vehicle:

- a. Owned by a governmental unit or agency; or
- b. Designed for use mainly off public roads while not on public roads.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ARKANSAS UNDERINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Arkansas, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b>
<b>Endorsement Effective Date:</b>
<b>Countersignature Of Authorized Representative</b>
<b>Name:</b>
<b>Title:</b>
<b>Signature:</b>
<b>Date:</b>

### **SCHEDULE**

<b>Limit Of Insurance</b>	<b>\$ 1,000,000</b>	<b>Each "Accident"</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

#### **A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

2. With respect to damages resulting from an "accident" with an "underinsured motor vehicle", we will pay under this coverage only if Paragraph **a.** or **b.** below applies:
  - a. The limit of any applicable liability bonds or policies have been exhausted by payment of judgments or settlements; or

- b. A tentative settlement has been made between an "insured" and the insurer of the "underinsured motor vehicle" and we:

- (1) Have been given prompt written notice of such tentative settlement; and
- (2) Advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

However, this Paragraph b. does not apply if the "underinsured motor vehicle" is insured by us for Liability Coverage.

- 3. Any judgment for damages arising out of a "suit" brought without our written consent is not binding on us.

#### **B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

- 1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".

#### **C. Exclusions**

This insurance does not apply to any of the following:

- 1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of an "underinsured motor vehicle".
- 2. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.

- 3. "Bodily injury" sustained by:

- a. An individual Named Insured while "occupying" or when struck by any vehicle owned by that Named Insured that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form.
- b. Any "family member" while "occupying" or when struck by any vehicle owned by that "family member" that is not a covered "auto" for Underinsured Motorists Coverage under this Coverage Form.
- c. Any "family member" while "occupying" or when struck by any vehicle owned by the Named Insured that is insured for Underinsured Motorists Coverage on a primary basis under any other Coverage Form or policy.

- 4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.

- 5. Punitive or exemplary damages that are imposed by a court of law to:

- a. Punish a wrongdoer; and
- b. Deter others from similar conduct.

- 6. "Bodily injury" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **D. Limit Of Insurance**

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the Limit Of Insurance for Underinsured Motorists Coverage shown in the Declarations.

- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage and any Liability Coverage Form, Medical Payments Coverage Endorsement, or Uninsured Motorists Coverage Endorsement attached to this Coverage Part.

We will not make a duplicate payment under this Coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation, disability benefits or similar law.

#### **E. Changes In Conditions**

The conditions are changed for Underinsured Motorists Coverage as follows:

##### **1. Other Insurance in the Business Auto and Garage Coverage Forms and Other Insurance — Primary And Excess Insurance Provisions in the Truckers and Motor Carrier Coverage Forms are replaced by the following:**

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this coverage form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

##### **2. Duties In The Event Of Accident, Claim, Suit Or Loss is changed by adding the following:**

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.
- c. A person seeking Underinsured Motorists Coverage must also promptly notify us, in writing by certified mail-return receipt requested, of a tentative settlement between the "insured" and the insurer of the "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle".

Written notice of a tentative settlement must include:

- (1) Written documentation of monetary losses incurred, including copies of all medical bills;
- (2) Written authorization or a court order authorizing us to obtain medical reports from all employers and medical providers; and
- (3) Written confirmation from the insurer of the "underinsured motor vehicle" of the Liability Coverage limits of the owner or operator of the "underinsured motor vehicle".

However, this Paragraph c. does not apply if the "underinsured motor vehicle" is insured by us for Liability Coverage.

##### **3. Transfer Of Rights Of Recovery Against Others To Us is changed by adding the following:**

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

Our rights do not apply under this provision with respect to Underinsured Motorists Coverage if:

- a. The "underinsured motor vehicle" is insured by us for Liability Coverage; or

b. The "underinsured motor vehicle" is not insured by us for Liability Coverage and we:

- (1) Have been given prompt written notice by certified mail-return receipt requested of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- (2) Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- a. That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- b. We also have a right to recover the advanced payment.

4. The following condition is added:

#### **ARBITRATION**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. However, arbitration will take place only if both we and the "insured" agree, voluntarily, to have the matter arbitrated. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a court having jurisdiction. Each party will pay the expenses it incurs and bear the expenses of the third arbitrator equally.
- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. Any decision of the arbitrators will not be binding on either party.

#### **F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Underinsured motor vehicle" means a land motor vehicle or "trailer" for which the sum of all liability bonds or policies at the time of an "accident" provides a limit that is less than the amount an "insured" is legally entitled to recover as damages caused by the "accident";  
However, "underinsured motor vehicle" does not include any vehicle:
  - a. Owned or operated by a self-insurer under any applicable motor vehicle law;
  - b. Owned by a governmental unit or agency; or
  - c. Designed for use mainly off public roads while not on public roads.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MICHIGAN PERSONAL INJURY PROTECTION**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

<b>Coverage</b>	<b>Limit Of Insurance</b>
<b>Medical Expenses</b>	No specific dollar amount
<b>Funeral Expenses</b>	Up to \$1,750 per person
<b>Work Loss</b>	Up to \$4,713* for any 30 day period
<b>Replacement Services</b>	\$20 per day maximum
<b>Survivors Loss Benefits Consisting Of Income Loss Benefits And Replacement Services</b>	Up to \$4,713* for any 30 day period subject to a \$20 per day maximum for replacement services

\*Or whatever maximum amount is established by the Michigan Insurance Commissioner for accidents occurring on or after the date of the change in maximum.

#### **A. Coverage**

We will pay personal injury protection benefits to or for an "insured" who sustains "bodily injury" caused by an "accident" and resulting from the ownership, maintenance or use of an "auto" as an "auto". These benefits are subject to the provisions of Chapter 31 of the Michigan Insurance Code. Personal Injury Protection benefits consist of the following benefits:

##### **1. Medical Expenses**

Reasonable and necessary medical expenses for an "insured's" care, recovery, or rehabilitation. Charges for a hospital room are limited to those customary for a semi-private room, unless special or intensive care is required.

##### **2. Funeral Expenses**

Reasonable funeral and burial expenses.

##### **3. Work Loss**

Up to 85% of an "insured's" actual loss of income from work. We will pay a higher percentage if the "insured" gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30 day period for this benefit is the amount shown in the Schedule or Declarations unless another amount is established by law. Any income an "insured" earns during the 30 day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies. We will prorate this benefit for any period less than 30 days.

#### 4. Replacement Services

Reasonable expenses for obtaining services to replace those an "insured" would normally have performed without pay for himself or herself or dependents. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an "insured" dies.

#### 5. Survivors loss benefits consisting of:

##### a. Income Loss

The contributions a deceased "insured's" spouse and dependents would have received, as dependents, if the "insured" had not died as a result of the "accident".

##### b. Replacement Services

Reasonable expenses for obtaining services to replace those a deceased "insured" would have performed without pay for his or her spouse and dependents.

The most we will pay in any 30 day period for the total of survivors loss benefits is the amount shown in the Schedule unless another amount is established by law. Any income an "insured" earns during the 30 day period is included in determining the income benefits we will pay. These benefits are payable during the 3 years after the "accident", but do not apply to any loss or expense incurred after an "insured" dies. We will prorate these benefits for any period of less than 30 days.

Survivors loss benefits are payable during the 3 years after the "accident". A deceased "insured's" spouse must have either resided with or been dependent on the "insured" at the time of death. The benefits cease for a spouse at remarriage or death. Any other dependent qualifies for benefits if, at the time of the "insured's" death, the person is under age 18, physically or mentally unable to earn a living or a full-time student.

#### B. Who Is An Insured

1. You or any "family member".
2. Anyone else who sustains "bodily injury":
  - a. While "occupying" a covered "auto";
  - b. As the result of an "accident" involving any other "auto" operated by you or a "family member" if that "auto" is a covered "auto" under the policy's Liability Coverage; or
  - c. While not "occupying" any "auto" as a result of an "accident" involving a covered "auto".

#### C. Exclusions

We will not pay personal injury protection benefits for "bodily injury":

1. To anyone causing intentional "bodily injury" to himself, herself or anyone else.
2. To anyone using an "auto" he or she has taken unlawfully, unless that person reasonably believed he or she was entitled to use the "auto".
3. To anyone not "occupying" an "auto", if the "accident" takes place outside Michigan. This exclusion does not apply to you or any "family member".
4. To you while "occupying" or struck by any "auto" owned or registered by you which is not a covered "auto".
5. To the owner or registrant of an "auto" for which the coverage required by the Michigan no-fault law is not in effect.
6. To anyone entitled to Michigan no-fault benefits as a Named Insured under another policy. This exclusion does not apply to you or anyone "occupying" a motorcycle.
7. To anyone entitled to Michigan no-fault benefits as a "family member" under another policy. This exclusion does not apply to you or any "family member" or anyone "occupying" a motorcycle.
8. To anyone while "occupying" or struck by an "auto" (other than a covered "auto") operated by you or a "family member" if the owner or registrant has the required Michigan no-fault coverage. This exclusion does not apply to you or any "family member".
9. To anyone while "occupying" an "auto" located for use as a residence or premises.
10. To anyone while "occupying" a public "auto" (other than a covered "auto") for which the required Michigan no-fault coverage is in effect. This exclusion does not apply to "bodily injury" to you or a "family member" while a passenger in a:
  - a. School bus;
  - b. Certified common carrier;
  - c. Bus operated under a government sponsored transportation program;
  - d. Bus operated by or servicing a non-profit organization;
  - e. Bus operated by a watercraft, bicycle, or horse livery used only to transport passengers to or from a destination point; or
  - f. Taxicab.

11. To you or any "family member" while "occupying" an "auto" which is owned or registered by your or any "family member's" employer and for which the required Michigan no-fault coverage is in effect.
12. To anyone while "occupying" an "auto" for which the owner or registrant is not required to provide Michigan no-fault benefits and which is operated by you or a "family member" outside Michigan. This exclusion does not apply to you or a "family member"; nor does it apply under medical, or funeral expense benefits.
13. To any person resulting from the ownership, operation, maintenance or use of a parked "auto". This exclusion does not apply if:
  - a. The "auto" was parked in such a way as to cause unreasonable risk of the "bodily injury"; or
  - b. The "bodily injury" results from physical contact with:
    - (1) Equipment permanently mounted on the "auto" while the equipment is being used; or
    - (2) Property being lifted onto or lowered from the "auto";
  - c. The "bodily injury" is sustained while "occupying" the "auto".

However, Exceptions **b.** and **c.** to this exclusion do not apply to any "employee" who has Michigan workers' disability compensation benefits available and who sustains "bodily injury" in the course of employment while loading, unloading, or doing mechanical work on an "auto", unless the injury arises from the use or operation of another vehicle.
14. To you or any "family member" while "occupying" a motorcycle if the owner, registrant or operator of the "auto" involved in the "accident" has the required Michigan no-fault coverage.
15. Arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### D. Limit Of Insurance

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made, vehicles involved in the "accident" or insurers providing no-fault benefits, the most we will pay for "bodily injury" for each "insured" injured in any one "accident" are the amounts shown in the Schedule.
2. Any amount payable under this insurance shall be reduced by any benefits paid, payable or required to be provided by state or federal law except any benefits paid, payable or required to be provided by Medicare, provided:
  - a. The benefits serve the same purpose as Personal Injury Protection benefits; and
  - b. The benefits are provided or required to be provided as the result of the same "accident" for which this insurance is payable. However, this insurance shall not be reduced if any amount of workers' compensation benefits that are required to be provided are not available to the "insured".
3. Any amount payable under this insurance shall be reduced by any deductible you elect. However, the deductible applies only to you and any "family member".

#### E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:  
 If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, and that other person is an uninsured motorist, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.
2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:  
 If requested by us, the "insured" shall furnish a sworn statement of earnings since the "accident" and for a reasonable time prior to the "accident".

3. **Legal Action Against Us** is amended by the addition of the following:

No claimant may bring a legal action for personal injury protection benefits against us more than a year after the "accident". There are two exceptions. The action may be brought if we have been given notice within a year after the "accident" or have made a payment of benefits. In these cases, a claimant may bring the action within a year after the most recent allowable expense, work loss or survivor's loss has been incurred. However, the claimant may not recover benefits for any part of a loss incurred more than a year before the action was brought.

4. The following Conditions are added:

#### **REIMBURSEMENT AND TRUST**

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

#### **COORDINATION AND NON-DUPPLICATION**

- a. If an "insured" is entitled to personal injury protection benefits under more than one policy, the maximum recovery under all policies shall not exceed the amount payable under the policy providing the highest dollar limit.
- b. No person may recover duplicate benefits for the same expenses or loss.

#### **PREMIUM RECOMPUTATION**

Chapter 31 of the Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the policy reflects these limitations. If a court from which there is no appeal declares any of these limitations unenforceable we will have the right to recompute the premium. The rates we use to recompute the premium will be subject to review by the Commissioner of Insurance. If you choose to delete any coverage as the result of the court's decision, we will compute any refund of premium on a pro rata basis.

#### **F. Additional Definitions**

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code. This definition replaces the definition in the policy.
2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MICHIGAN PROPERTY PROTECTION COVERAGE**

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Michigan, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Coverage**

We will pay for "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto" as an "auto". A covered "auto" under this coverage includes an "auto" operated by, but not owned by, you or any "family member" to which the Liability Coverage of the policy applies. This coverage is subject to Chapter 31 of the Michigan Insurance Code and applies only to an "accident" which happens in Michigan.

### **B. Exclusions**

This insurance does not apply to:

1. "Property damage" to property owned by you or any "family member" if you or any "family member" was the owner, operator or registrant of an "auto" involved in the "accident" which caused the "property damage".
2. "Property damage" to any covered "auto" or its contents.
3. "Property damage" to any "auto" which is not a covered "auto" or to its contents. However, this exclusion does not apply to the "auto" or its contents if the "auto" was parked in such a way as not to cause unreasonable risk of the "property damage".
4. "Property damage" to the property of anyone while using a covered "auto" without "your" consent, unless that person reasonably believed he or she was entitled to use the "auto".
5. "Property damage" caused intentionally by any claimant.
6. "Property damage" to any property while a covered "auto" is located for use as a residence or premises.
7. "Property damage" to property as a result of an "accident" involving an "auto" not owned by you or any "family member". This exclusion applies only to the extent that the security required by the Michigan no-fault law has been provided by or for the owner.
8. "Property damage" to any property you accept for transportation as a 'motor carrier' as that term is defined in Chapter 475 of the Michigan Compiled Laws. However, this exclusion applies only to the extent that the property is covered, or would be covered except for a deductible, by a certificate of insurance or other security you have on file with any regulatory authority.
9. "Property damage" to property that occurs within the course of the business of repairing, servicing, or otherwise maintaining motor vehicles.
10. "Property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### C. Limit Of Insurance

1. Regardless of the number of covered "autos", premiums paid, claims made, vehicles involved in the "accident" or insurers providing property protection insurance, the most we will pay for all "property damage" resulting from any one "accident" is \$1,000,000. However, the amount we pay will be limited to the lesser of reasonable repair costs or replacement costs minus depreciation and the value of any loss of use.
2. Any amount we would otherwise pay for "property damage" will be reduced by any deductible shown in the Declarations prior to the application of our Limit Of Insurance. To settle any claim, we will pay all or any part of the deductible shown. If this happens, you must reimburse us for the deductible or the part of the deductible we have paid.

### D. Changes In Conditions

The Conditions are changed for Property Protection Coverage as follows:

1. **The Transfer Of Rights Of Recovery Against Others To Us** does not apply.
2. **Legal Action Against Us** is amended by the addition of the following:  
No action to recover property protection insurance may be brought against us more than a year after the "accident".
3. The following Conditions are added:

#### REIMBURSEMENT AND TRUST

If we make any payment to a claimant who recovers from a party legally responsible for "property damage", the claimant shall hold the proceeds in trust for us and pay us back the amount we have paid. This requirement is subject to any applicable limitations of Michigan law.

#### NON-DUPLICATION

We will not pay duplicate benefits for the same expenses or loss.

#### CLAIMANTS NOTICE TO US

A claimant must promptly notify us of an "accident" and must tell us how, when and where the "accident" happened.

### E. Additional Definitions

As used in this endorsement:

1. "Auto" means a motor vehicle or trailer operated or designed for use on public roads but does not include a vehicle operated by muscular power, a vehicle with fewer than three wheels, a motorcycle, or a farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code.
2. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Property damage" means damage to tangible property including the loss of use of such tangible property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## MINNESOTA PERSONAL INJURY PROTECTION

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in Minnesota, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

**Named Insured:**

**Endorsement Effective Date:**

### SCHEDULE

In consideration of an increase in premium, the following Personal Injury Protection Coverage option applies as indicated below or in the Declarations:

☐ The Named Insured elects to add together 2 or more Personal Injury Protection Coverages. (Refer to Paragraph 3. of the Limit Of Insurance Provision.)

In consideration of a reduction in premium, exclusion of work loss applies as indicated below or in the Declarations:

☐ Work loss will not be provided for the "named insured" age 65 or older, or age 60 or older, if retired and receiving a pension.

☐ Work loss will not be provided for the "named insured" and any "family member" age 65 or older, or age 60 or older, if retired and receiving a pension.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

## A. Coverage

The Company will pay, in accordance with the Minnesota No-Fault Automobile Insurance Act, Personal Injury Protection benefits incurred with respect to "bodily injury" sustained by an "insured" caused by an "accident" arising out of the maintenance or use of a "motor vehicle" as a vehicle, or through being struck by a motorcycle. These Personal Injury Protection benefits consist of the following:

### 1. Medical Expenses

Means all reasonable expenses incurred for necessary:

- a. Medical, surgical, x-ray, optical, dental, chiropractic and rehabilitative services, including prosthetic devices;
- b. Prescription drugs;
- c. Ambulance and all other transportation expenses incurred in traveling to receive other covered medical expense benefits;
- d. Sign interpreting and language translation services, other than such services provided by a member of the "insured's" family, related to the receipt of medical expenses provided under Paragraph A.1. of this provision; and
- e. Hospital, extended care and nursing services, including necessary remedial treatment and services recognized and permitted under the laws of Minnesota for an "insured" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious belief; however, it does not include expenses in excess of those for a semi-private room, unless more intensive care is medically required.

### 2. Work Loss

Means:

- a. 85% of loss of gross income resulting from the "insured's" inability to work on a regular basis including the costs incurred by an "insured" who is self-employed in hiring substitute "employees" to perform tasks which are necessary to maintain his or her income, which he or she normally performs himself or herself, and which he or she cannot perform because of his or her injury; or

- b. Lost unemployment benefits in an amount equal to the unemployment benefits otherwise payable, if the "insured":

- (1) Is unemployed at the time of the injury and is receiving or is eligible to receive unemployment benefits; and
- (2) Loses eligibility for unemployment benefits because of his or her inability to work caused by injury;

reduced by any income from work actually performed by the "insured", or by any income he or she would have earned in available appropriate substitute work which he or she was capable of performing but unreasonably failed to undertake.

### 3. Essential Services Expenses

Expenses reasonably incurred during a period commencing 8 days after the date of the accident and during the "insured's" lifetime, in obtaining usual and necessary substitute services in lieu of those that, had he or she not been injured, he or she would have performed not for income but for the direct benefit of himself or herself or his or her household; if the non-fatally injured "insured" normally, as a full time responsibility, provides care and maintenance of a home, with or without children, the benefit is the reasonable value of such care and maintenance, if greater than the expense incurred.

### 4. Funeral Expenses

Reasonable expenses for professional funeral and burial services including expense for cremation, or delivery under the Minnesota Uniform Anatomical Gift Act.

### 5. Survivors' Loss

Means:

- a. "Loss", in the event of the death of an "insured" occurring within one year from the date of the "accident", of contributions of money or tangible things of economic value, not including services, that his or her surviving dependents would have received from him or her for their support during their dependency had he or she not suffered the fatal "bodily injury"; and

- b. Expenses reasonably incurred by surviving dependents after the death of an "insured" in obtaining ordinary and necessary substitute services in lieu of those he or she would have performed for their benefit had he or she not suffered the fatal "bodily injury"; minus expenses of the surviving dependents avoided by reason of such death,

provided that the dependency of the surviving spouse shall be terminated in the event such surviving spouse remarries or dies, and the dependency of a child who is not physically or mentally incapacitated from earning shall be terminated in the event he or she attains majority, marries or becomes otherwise emancipated, or dies.

#### **B. Who Is An Insured**

1. The Named Insured or any "family member" who sustains "bodily injury" while "occupying" a "motor vehicle", or while a pedestrian as a result of an "accident" involving any "motor vehicle" or motorcycle.
2. Any other person who sustains "bodily injury" while "occupying" the "insured motor vehicle", or while a pedestrian as a result of an "accident" involving the "insured motor vehicle".
3. Any other person who sustains "bodily injury" while "occupying" a "motor vehicle" not owned by, but operated by the Named Insured or "family member", other than a public or livery conveyance, if the "bodily injury" results from the operation of the "motor vehicle" by the Named Insured or "family member".

#### **C. Exclusions**

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by any "family member" if such "family member" is entitled to Personal Injury Protection Coverage as a self-insured or as a Named Insured under the terms of any other Coverage Form or policy with respect to such coverage.
2. Sustained by any person, other than the Named Insured or "family member", if such person is entitled to Personal Injury Protection Coverage as a self-insured or as a Named Insured or "family member" under the terms of any other Coverage Form or policy with respect to such coverage.
3. Sustained by any person arising out of the maintenance or use of a "motor vehicle":
  - a. Being used in the business of transporting persons or property; or
- b. Furnished by the employer of the Named Insured or "family member";

if with respect to such vehicle the security required by the Minnesota No-Fault Automobile Insurance Act is in effect, provided that such "bodily injury" is sustained while not "occupying" another involved "motor vehicle"; however, this exclusion does not apply to (i) the "insured motor vehicle", (ii) a commuter van as defined in the Minnesota No-Fault Automobile Insurance Act, (iii) a vehicle being used to transport children to school or to a school sponsored activity, (iv) a vehicle being used to transport children as part of a family or group family day care program, (v) any bus, other than a bus included as a vehicle described in (ii), (iii), or (iv) above, while in operation within the state of Minnesota as to any Minnesota resident who is an insured as defined in the Minnesota No-Fault Automobile Insurance Act, or (vi) a passenger in a taxi.

4. To any benefits any person would otherwise be entitled to receive hereunder for "bodily injury" intentionally caused by such person or arising out of his or her intentionally attempting to cause "bodily injury", and, if any person dies as a result of intentionally causing or attempting to cause "bodily injury" to himself or herself, his or her survivors are not entitled to any survivors' loss benefits.
5. Sustained by any person in the course of an officiated racing or speed contest, or in practice or preparation therefor, other than a rally held in whole or in part upon public roads.
6. Sustained by any person if such injury arises out of conduct within the course of a business of repairing, servicing, or otherwise maintaining "motor vehicles" unless such conduct occurs off the business premises.
7. Sustained by any person if such injury arises out of conduct in the course of loading or unloading any "motor vehicle" unless the conduct occurs while such person is "occupying" such "motor vehicle".
8. Sustained by any person while "occupying" a motorcycle.
9. To Personal Injury Protection benefits otherwise payable in the event that a lapse of one year or more occurs in the period of disability and medical treatment of an "insured" as a result of any one "accident".

10. Sustained by any person, other than the Named Insured or any "family member", arising out of the maintenance or use by such person of a "motor vehicle" without a good faith belief that he or she is legally entitled to use such "motor vehicle".
11. Sustained by any person, other than the Named Insured or any "family member", while a pedestrian through being struck by the "insured" "motor vehicle", if the "accident" occurs outside the State of Minnesota.
12. Sustained by any person arising out of the maintenance or use of a "motor vehicle" while located for use as a residence or premises.
13. Arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
14. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material.
15. With respect to work loss, essential services expenses, and survivors' loss benefits, sustained by any person, other than the Named Insured or "family member", while "occupying" any "motor vehicle", not owned by the Named Insured or "family member", which is being operated by the Named Insured or "family member".
16. Sustained by any person, other than the Named Insured or any "family member", while "occupying" a vehicle which is regularly used in the course of the business of transporting persons or property and which is one of five or more vehicles under common ownership or a vehicle owned by a government other than the State of Minnesota, its political subdivisions, municipal corporations, or public agencies, if the "accident" occurs outside the State of Minnesota.

#### D. Limit Of Insurance

1. Except as provided in Paragraph 3., regardless of the number of persons insured, policies or plans of self-insurance applicable, premiums paid, claims made or "insured motor vehicles" to which this coverage applies, our liability for Personal Injury Protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed \$40,000 in the aggregate and subject to such aggregate:
  - a. The maximum amount payable for "medical expenses" shall not exceed \$20,000.
  - b. The maximum aggregate amount payable for work loss, essential services expenses, funeral expenses and survivors' loss benefits shall not exceed \$20,000. Subject to this maximum aggregate:
    - (1) The maximum amount payable for work loss shall not exceed \$250.00 per week.
    - (2) The maximum amount payable for essential services expenses shall not exceed \$200.00 per week.
    - (3) The maximum amount payable for funeral expenses shall not exceed \$2,000.
    - (4) The maximum amount payable for survivors' loss benefits:
      - (a) With respect to Paragraph A.5.a. of the definition of survivors' loss benefits shall not exceed \$200.00 per week; and
      - (b) With respect to Paragraph A.5.b. of the definition of survivors' loss benefits shall not exceed \$200.00 per week.
2. Any amount payable by the Company under the terms of this coverage shall be reduced by:
  - a. Any amounts paid, payable or required to be provided on account of such "bodily injury" under any workers' compensation law; except that if the "accident" involves a "motor vehicle" used in a "ridesharing arrangement", this coverage shall be primary.

- b. The amount of any deductible applicable to "medical expenses" set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or by a "family member", provided that, if two or more such persons sustain "bodily injury" in the same "motor vehicle" "accident", the total amount of the deductible applicable to all of them shall not exceed the deductible amount stated in this Coverage Form, and such amount shall be allocated equally among them.
  - c. The amount of any deductible applicable to work loss set forth in this Coverage Form, but only with respect to "bodily injury" sustained by the Named Insured or any "family member".
3. If the Schedule or Declarations indicates that the Named Insured elected to add together two or more Personal Injury Protection Coverages, regardless of the number of persons insured, premiums paid or claims made, our liability for Personal Injury Protection benefits with respect to "bodily injury" sustained by any one "insured" in any one "motor vehicle" "accident" shall not exceed \$40,000 in the aggregate, per "insured motor vehicle", and subject to each such aggregate:
- a. The maximum amount payable for "medical expenses" shall not exceed \$20,000 per "insured motor vehicle".
  - b. The maximum amount payable for work loss, essential services expenses, funeral expenses and survivors' loss benefits shall not exceed \$20,000 per "insured motor vehicle". Subject to this maximum aggregate:
    - (1) The maximum amount payable for work loss shall not exceed \$250.00 per week per "insured motor vehicle".
    - (2) The maximum amount payable for essential services expenses shall not exceed \$200.00 per week per "insured motor vehicle".

- (3) The maximum amount payable for funeral expenses shall not exceed \$2,000 per "insured motor vehicle".
- (4) The maximum amount payable for survivors' loss benefits:
  - (a) With respect to Paragraph A.5.a. of the definition of survivors' loss benefits shall not exceed \$200.00 per week per "insured motor vehicle"; and
  - (b) With respect to Paragraph A.5.b. of the definition of survivors' loss benefits shall not exceed \$200.00 per week per "insured motor vehicle".

#### E. Changes In Conditions

The Conditions are changed for Personal Injury Protection as follows:

##### 1. Duties In The Event Of Accident, Claim, Suit Or Loss is replaced by the following:

- a. In the event of any "accident", written notice containing particulars sufficient to identify the "insured", and also reasonably obtainable information respecting the time, place and circumstances of the "accident" shall be given by or on behalf of each "insured" to us or any of our authorized agents within six months from the date of the "accident". Failure to provide such written notice shall not render an "insured" ineligible to receive benefits unless actual prejudice is shown by us and then only to the extent of the prejudice. If an "insured", his or her legal representative or his or her surviving dependents shall institute legal action to recover damages for "bodily injury" against a person or organization who is or may be liable in tort therefor, a copy of the summons and complaint or other process served in connection with such legal action shall be forwarded as soon as practicable to us by such "insured", his or her legal representative or his or her surviving dependents.

b. As soon as practicable, the "insured" or someone on his or her behalf shall give us written proof of claim, under oath if required, including full particulars of the nature and extent of the "bodily injury", treatment and rehabilitation received and contemplated, and such other information as may assist us in determining the amount due and payable. The "insured" shall submit to physical and mental examination by physicians selected by us when and as often as we may reasonably require. An "insured" who has undertaken a procedure or treatment for rehabilitation or a course of rehabilitative occupational training, other than medical rehabilitation procedure or treatment, shall notify us that he or she has undertaken the procedure, treatment or training within 60 days after a rehabilitation expense exceeding \$1,000 has been incurred for the procedure, treatment, or training, unless we know or have reason to know of the undertaking. If the "insured" does not give the required notice within the prescribed time, we are responsible only for \$1,000 or the expense incurred after the notice is given and within 60 days before the notice, whichever is greater, unless failure to give timely notice is the result of excusable neglect.

**2. Transfer Of Rights Of Recovery Against Others To Us** is replaced by the following:

Subject to any applicable limitations set forth in the Minnesota statutes, in the event of any payment under this coverage, we are subrogated to the rights of the person to whom or for whose benefit such payments were made, to the extent of such payments, and such person shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. Such person shall do nothing after loss to prejudice such rights.

a. Our rights under this condition do not apply against:

- (1) The person or organization legally responsible for damages, if we also insure that person or organization for the same "loss" or damages; or
- (2) Any "insured".

b. Our rights under this condition do not apply against a person who is 21 years of age or older who:

- (1) Had control over the premises and, being in a reasonable position to prevent the consumption of alcoholic beverages, knowingly or recklessly permitted the consumption of alcoholic beverages that caused the intoxication of a person under 21 years of age; or
- (2) Sold, bartered, furnished or gave to, or purchased alcoholic beverages for a person under 21 years of age that caused the intoxication of a person under 21 years of age;

and that intoxicated person caused the injury, "loss" or damage for which payment was made under this policy.

**3. Other Insurance** in the Business Auto and Garage Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Truckers and Motor Carrier Coverage Forms are amended by the following:

In the event the "insured" has other similar insurance including self-insurance available and applicable to the "accident", we shall not be liable for a greater proportion of any loss to which this coverage applies than the Limit of Insurance hereunder bears to the sum of the applicable Limits of Insurance of this coverage and such other insurance.

However, if the driver or occupant of a "motor vehicle" sustains "bodily injury" while using the vehicle in the business of transporting persons or property, this insurance is primary.

**4. The Two Or More Coverage Forms Or Policies Issued By Us** Policy Condition is replaced by the following:

If the Schedule indicates that the Named Insured elected to add together two or more Personal Injury Protection Coverages, the Two Or More Coverage Forms Or Policies Issued By Us provision in the Policy Conditions section of the Coverage Form does not apply to coverage afforded under this endorsement. However, no one will be entitled to receive duplicate payments for the same elements of "loss".



5. The following Conditions are added:

**COORDINATION, NON-DUPLICATION AND  
PRIORITY OF PAYMENTS**

- a. No "insured" shall recover duplicate benefits for the same elements of "loss" under this or any similar insurance including self-insurance.
- b. Any amount payable under any Uninsured Motorists Coverage afforded under this Coverage Form or policy shall be reduced by the amount of any Personal Injury Protection benefits paid or payable or which would be paid or payable but for the application of a deductible under this or any other motor vehicle insurance Coverage Form or policy because of "bodily injury" sustained by an "insured".

**REIMBURSEMENT AND TRUST**

Subject to any applicable limitations set forth in the Minnesota statutes, in the event of any payment to any person under this coverage:

- a. We shall be entitled to the extent of such payment to the proceeds of any settlement or judgment that may result from the exercise of any rights of recovery of such person against any person or organization legally responsible for the "bodily injury" because of which such payment is made; and we shall have a lien to the extent of such payment, notice of which may be given to the person or organization causing such "bodily injury", his or her agent, his or her insurer or a court having jurisdiction in the matter.
- b. Such person shall hold in trust for our benefit all rights of recovery which he or she shall have against such other person or organization because of such "bodily injury".
- c. Such person shall do whatever is proper to secure and shall do nothing after loss to prejudice such right; and
- d. Such person shall execute and deliver to us instruments and papers as may be appropriate to secure the rights and obligations of such person and us established by this provision.

**CONSTITUTIONALITY CLAUSE**

The premium for and the coverages of the policy have been established in reliance upon the provisions of the Minnesota No-Fault Automobile Insurance Act. In the event a court of competent jurisdiction declares, or enters a judgment the effect of which is to render the provisions of such act invalid or unenforceable in whole or in part, we shall have the right to recompute the premium payable for the policy and the provisions of this endorsement shall be voidable or subject to amendment at our option.

**ARBITRATION**

If you and we disagree on the amount of "loss" under Personal Injury Protection and the disputed amount is:

- a. \$10,000 or less, both parties must submit to arbitration; or
- b. More than \$10,000, we will advise the "insured" whether we will submit the claim to arbitration.

Arbitration will be conducted in accordance with the Rules of Procedure For No-Fault Arbitration contained in the Minnesota Insurance Laws.

In the event of arbitration, each party will select a competent arbitrator. The two arbitrators will select a competent and impartial umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen arbitrator; and
- b. Bear the other expenses of the arbitration and umpire equally.

If we submit to arbitration, we still retain our right to deny the claim.

**F. Additional Definitions**

As used in this endorsement:

- 1. "Family member" means the spouse or any person related to the Named Insured by blood, marriage or adoption, including a minor in the custody of the Named Insured, spouse or such related person who is a resident of the same household as the Named Insured whether or not temporarily residing elsewhere.

2. "Insured motor vehicle" means a "motor vehicle" with respect to which:

a. The "bodily injury" liability insurance of the Coverage Form or policy applies and for which a specific premium is charged; and

b. The "named insured" is required to maintain security under the provisions of the Minnesota No-Fault Automobile Insurance Act.

3. "Motor vehicle" means every vehicle, other than a motorcycle or other vehicle with fewer than four wheels, which:

a. Is required to be registered pursuant to Minnesota Statutes, Chapter 168, and

b. Is designed to be self-propelled by an engine or motor for use primarily upon public roads, highways or streets in the transportation of persons or property, and includes a "trailer" with one or more wheels, when the "trailer" is connected to or being towed by a "motor vehicle".

4. "Occupying" means in or upon, entering into or alighting from.

5. "Ridesharing arrangement" means the transportation of persons, for a fee or otherwise, in a "motor vehicle" when the transportation is incidental to another purpose of the driver. The term includes the forms of shared transportation known as carpools, commuter vanpools and buspools whether or not furnished by an employer. It does not include transportation of "employees" by an employer from one place to another.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EMPLOYEE HIRED AUTOS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### A. Changes In Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

### B. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto, Business Auto Physical Damage and Garage Coverage Forms, Paragraph 5.d. of the **Other Insurance - Primary And Excess Insurance Provisions** Condition in the Truckers Coverage Form and Paragraph 5.f. of the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FELLOW EMPLOYEE COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

The Fellow Employee Exclusion contained in Section **II** - Liability Coverage does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY - BROADENED COVERAGE  
FOR COVERED AUTOS - BUSINESS AUTO,  
MOTOR CARRIER AND TRUCKERS COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**1. LIABILITY COVERAGE** is changed as follows:

Paragraph **a.** of the POLLUTION EXCLUSION applies only to liability assumed under a contract or agreement.

**2. DEFINITIONS**

As used in this endorsement:

**D.** "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

Policy Number  
(09)7355-67-24

COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 001

Named Insured POTLATCH CORPORATION

Effective Date: 04-01-2009  
12:01 A.M., Standard Time

Agent Name AON RISK INSURANCE SERVICES WEST, INC.  
(OR)

Agent No. 70943-999

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by ☒ below.

☐ Commercial Property

☐ Commercial General Liability

☐ Commercial Crime

☐ Commercial Inland Marine

☒ COMMERCIAL AUTOMOBILE

WAIVED

☐

The following item(s):

☐ Insured's Name

☐ Insured's Mailing Address

☐ Policy Number

☐ Company

☐ Effective/Expiration Date

☐ Insured's Legal Status/Business of Insured

☐ Payment Plan

☐ Premium Determination

☐ Additional Interested Parties

☐ Coverage Forms and Endorsements

☐ Limits/Exposures

☐ Deductibles

☐ Covered Property/Located Description

☐ Classification/Class Codes

☐ Rates

☐ Underlying Exposure

is (are) changed to read {See Additional Page(s)}

THE POLICY IS AMENDED AS FOLLOWS:  
ADD FORM

COVERAGE HAS BEEN ADDED FOR EMPLOYEES AS ADDITIONAL INSURED.

THE FOLLOWING FORM(S) HAS BEEN ADDED:  
CA 99 33 02-99 EMPLOYEES AS INSURED

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

☒ No Changes ☐ To be Adjusted at Audit Additional WAIVED Return

Tax and Surcharge Changes

Additional Return

AUTHORIZED AGENT

**Policy Number**  
**(09)7355-67-24**

**COMMON POLICY CHANGE ENDORSEMENT**

Endorsement No. 001

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Effective Date: 04-01-2009  
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Agent Name AON RISK INSURANCE SERVICES WEST, INC.  
(OR)

Agent No. 70943-999

**POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYEES AS INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II - Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.



## WISCONSIN SELECTION OF HIGHER UNINSURED MOTORISTS COVERAGE LIMITS

**Applicant/Named Insured:** POTLATCH CORPORATION

**Company:** FEDERAL INSURANCE COMPANY

Wisconsin law permits you to make certain decisions regarding Uninsured Motorists Coverage. This document briefly describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

### **Optional Selection Of Higher Uninsured Motorists Limits**

Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Your policy must include Uninsured Motorists Coverage at limits not less than: (1) split limits of \$25,000 for each person/\$50,000 for each accident, or (2) a single limit of \$50,000 for each accident, but you may select optional higher limits.

We make available the following limits for Uninsured Motorists Coverage that are higher than the limits described above. Please indicate your selection below:

(Initials) _____ I select the following higher limits for Uninsured Motorists Coverage:																																				
(Choose one):																																				
<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;">(Initials)</th> <th style="text-align: left;">Split Limits</th> </tr> </thead> <tbody> <tr> <td>_____ \$</td> <td>50,000/ 100,000</td> </tr> <tr> <td>_____</td> <td>100,000/ 200,000</td> </tr> <tr> <td>_____</td> <td>100,000/ 300,000</td> </tr> <tr> <td>_____</td> <td>250,000/ 500,000</td> </tr> <tr> <td>_____</td> <td>500,000/ 500,000</td> </tr> <tr> <td>_____</td> <td>500,000/ 1,000,000</td> </tr> <tr> <td>_____</td> <td>_____ (Other)</td> </tr> </tbody> </table>	(Initials)	Split Limits	_____ \$	50,000/ 100,000	_____	100,000/ 200,000	_____	100,000/ 300,000	_____	250,000/ 500,000	_____	500,000/ 500,000	_____	500,000/ 1,000,000	_____	_____ (Other)	OR	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; width: 15%;">(Initials)</th> <th style="text-align: left;">Combined Single Limit</th> </tr> </thead> <tbody> <tr> <td>_____ \$</td> <td>100,000</td> </tr> <tr> <td>_____</td> <td>200,000</td> </tr> <tr> <td>_____</td> <td>250,000</td> </tr> <tr> <td>_____</td> <td>300,000</td> </tr> <tr> <td>_____</td> <td>350,000</td> </tr> <tr> <td>_____</td> <td>500,000</td> </tr> <tr> <td>_____</td> <td>1,000,000</td> </tr> <tr> <td>_____</td> <td>_____ (Other)</td> </tr> </tbody> </table>	(Initials)	Combined Single Limit	_____ \$	100,000	_____	200,000	_____	250,000	_____	300,000	_____	350,000	_____	500,000	_____	1,000,000	_____	_____ (Other)
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<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">           Applicant's Signature         </td> <td style="width: 40%; text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;">           Date         </td> </tr> </table>			Applicant's Signature	Date																																
Applicant's Signature	Date																																			

# IDAHO UNINSURED MOTORISTS COVERAGE AND UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION

<b>Policy Number:</b> (09) 7355-67-24	<b>Policy Effective Date:</b> 04-01-09
<b>Company:</b> FEDERAL INSURANCE COMPANY	
<b>Producer:</b> AON RISK INSURANCE SERVICES WEST, INC.	
<b>Applicant/Named Insured:</b> POTLATCH CORPORATION	

Idaho law permits you to make certain decisions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage. This document briefly describes these coverages and provides you with choices from available options.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and Underinsured Motorists Coverage and your options with respect to these coverages.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

## UNINSURED AND UNDERINSURED MOTORISTS COVERAGES

Uninsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury caused by an automobile accident. Also included are damages due to bodily injury that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Underinsured Motorists Coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle because of bodily injury caused by an automobile accident.

Please indicate your choice with respect to Uninsured Motorists Coverage from either **A.** or **B.** **AND** your choice with respect to Underinsured Motorists Coverage from either **C.** or **D.** as follows:

**A. Selection Of Uninsured Motorists Coverage Limits**

If you wish to select Uninsured Motorists Coverage, you may do so by initialing next to the appropriate item(s) and signing below. Please note that we only offer Uninsured Motorists Coverage limits up to the Liability Coverage limits of your policy, even though higher limits may appear below:

(Initials)		I select Uninsured Motorists Coverage at the following limits:		
(Choose one):				
(Initials)	Split Limits	OR	(Initials)	Combined Single Limits
_____	\$ 25,000/50,000		_____	\$ 50,000
_____	50,000/100,000		_____	75,000
_____	100,000/200,000		_____	100,000
_____	100,000/300,000		_____	200,000
_____	250,000/500,000		_____	250,000
_____	300,000/300,000		_____	300,000
_____	500,000/500,000		_____	350,000
_____	500,000/1,000,000		_____	500,000
_____	\$ _____		_____	1,000,000
	(Other)		_____	\$ _____
				(Other)

OR

**B. Rejection Of Uninsured Motorists Coverage**

If you wish to reject Uninsured Motorists Coverage, you may do so by initialing and signing below:

(Initials)
_____ I reject Uninsured Motorists Coverage.

\_\_\_\_\_  
Signature Of Applicant/ Named Insured

\_\_\_\_\_  
Date

**C. Selection Of Underinsured Motorists Coverage Limits**

If you wish to select Underinsured Motorists Coverage, you may do so by initialing next to the appropriate item(s) and signing below. Please note that we only offer Underinsured Motorists Coverage limits up to the Liability Coverage limits of your policy, even though higher limits may appear below:

(Initials)				
_____ I select Underinsured Motorists Coverage at the following limits:				
(Choose one):				
(Initials)	Split Limits	OR	(Initials)	Combined Single Limits
_____	\$ 50,000/ 100,000		_____	\$ 75,000
_____	100,000/ 200,000		_____	100,000
_____	100,000/ 300,000		_____	200,000
_____	250,000/ 500,000		_____	250,000
_____	300,000/ 300,000		_____	300,000
_____	500,000/ 500,000		_____	350,000
_____	500,000/ 1,000,000		_____	500,000
_____	\$ _____		_____	1,000,000
	(Other)		_____	\$ _____
				(Other)

OR

**D. Rejection Of Underinsured Motorists Coverage**

If you wish to reject Underinsured Motorists Coverage, you may do so by initialing and signing below:

(Initials)
_____ I reject Underinsured Motorists Coverage.

\_\_\_\_\_  
Signature Of Applicant/ Named Insured

\_\_\_\_\_  
Date

## **ADVISORY NOTICE TO POLICYHOLDERS**

### **U.S. TREASURY DEPARTMENT-S OFFICE OF FOREIGN ASSETS CONTROL (-OFAC-)**

**NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.**

**THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.**

### **PLEASE READ THIS NOTICE CAREFULLY**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of –national emergency–. OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As –Specially Designated Nationals and Blocked Persons–. This list can be located on the United States Treasury-s web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

## ***POLICYHOLDER NOTICE***

All of the members of the Chubb Group of Insurance companies doing business in the United States (hereinafter "Chubb") distribute their products through licensed insurance brokers and agents ("producers"). Detailed information regarding the types of compensation paid by Chubb to producers on US insurance transactions is available under the Producer Compensation link located at the bottom of the page at [www.chubb.com](http://www.chubb.com), or by calling 1-866-588-9478. Additional information may be available from your producer.

Thank you for choosing Chubb.

## WISCONSIN UNDERINSURED VEHICLE COVERAGE POLICY DISCLOSURE STATEMENT

<b>Policy Number:</b> (09) 7355-67-24	<b>Policy Effective Date:</b> 04-01-09
<b>Company:</b> FEDERAL INSURANCE COMPANY	
<b>Producer:</b> AON RISK INSURANCE SERVICES WEST, INC.	
<b>Applicant/Named Insured:</b> POTLATCH CORPORATION	

- ☐ Underinsured motorist coverage may not be purchased under this policy.
- ☒ Underinsured motorist coverage may be purchased under this policy. You should contact us or your agent if you have any questions regarding underinsured motorist coverage and your options with respect to this coverage.



**REJECTION OF PERSONAL INJURY PROTECTION COVERAGE  
(ARKANSAS)**

Arkansas Insurance Laws (Section 23-89-202 of the Arkansas Code) require an insurer to offer Personal Injury Protection Coverage to its policyholders. The benefits provided by Personal Injury Protection Coverage consist of: (1) ***medical and hospital expenses***, (2) ***income disability benefits*** and (3) ***accidental death benefits***.

Under Arkansas Insurance Laws (Section 23-89-203 of the Arkansas Code) you, the insured named in the policy, have the option of rejecting all or any one of the above-mentioned coverages.

The undersigned and each of them -

**(Mark applicable item(s) with an - X- )**

- ☐ agrees that the offering of the Personal Injury Protection Coverage ***medical and hospital expenses*** portion is hereby REJECTED.
- ☐ agrees that the offering of the Personal Injury Protection Coverage ***income disability benefits*** part is hereby REJECTED.
- ☐ agrees that the offering of the Personal Injury Protection Coverage ***accidental death benefits*** portion is hereby REJECTED.

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Signature of Insured

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

(09) 7355-67-24  
Policy number (if known)